



**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
CARMICHAEL EQUIPMENT

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

DATE PRINTED 07/23/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **09/05/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
1001	1	EA		020-66	<i>\$68,888</i>	<i>\$68,888</i>
<p>2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS</p> <p>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 *John Lambhart* TELEPHONE **304-736-2120** DATE **10-24-07**

FILE *President* FEIN **31-1559816** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$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 is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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



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

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BID OPENING 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

SIGNATURE: *John L. Harmichael* TELEPHONE: **304-736-2120** DATE: **10-24-07**

TITLE: *President* FEIN: **31-1559816** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Carnichael</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE <i>President</i>	FEIN 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE

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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 EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</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 <i>John Carmichael</i>	TELEPHONE 304-236-2120	DATE 10-24-07
TITLE <i>President</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia
 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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PROPERTY

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SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
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BID OPENING DATE: 09/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR PREFERENCE CERTIFICATE						
<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Lambard</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE <i>President</i>	FEIN 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Carnibaul</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE <i>President</i>	FEIN 31-1559816	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>CARMICHAEL EQUIPMENT</u></p> <p>DATE: <u>10-24-07</u></p> <p>SIGNED: <u>John Carmichael</u></p> <p>TITLE: <u>President</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: DEPARTMENT OF ADMINISTRATION</p>						

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<p>PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 708EC001</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-302-2300 or 740-446-9104</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): JOHN MEEKS</p>						

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SIGNATURE <i>John Lambard</i>	TELEPHONE 304-736-2120	DATE 10-24-07	
TITLE President	FAX 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE	

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***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						<u>\$168,888</u>

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SIGNATURE John Johnston TELEPHONE 304-736-2120 DATE 10-24-07
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

10

PROCUREMENT SPECIFICATIONS
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

1.0 PURPOSE

It is the purpose of these specifications to describe a 2 Wheel Drive Utility Tractor with Universal Mid Mounted Articulated Boom Mower constructed in a manner that will also allow a Short Boom 60 Inch Grass Rotary Mower or 74 Inch Side Flail Mower to use the same frame work as the Boom Mower (hereinafter referred to as a "tractor/mower" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

(NOTE: Mandatory specifications have been typed in bold print.)

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within ~~90~~ ¹⁸⁰ days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State**

reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within ~~45~~ calendar days after the date of the purchase agreement by the successful vendor. 120

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest complete unit cost vendor that meets or exceeds the specifications.**

Prices for the units shall be in quantities of 1-5, 6-10, 11-20, and 21 and over for the complete units and option of tractor only, boom mower only, grass rotary mower only, and/or side flail mower only. However, for evaluation purposes, we will use the complete unit quantities 1-5 for the 2 wheel drive utility tractor with universal mid mounted articulated boom mower/grass rotary mower/side flail mower. The successful vendor for the complete unit of 2 wheel drive will also be awarded the options of tractor only, boom mower only, grass rotary mower only and side flail mower only. Evaluation and award is based on the complete unit. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the

warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

See Exceptions Below:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the complete tractor and mower unit or for each option if purchased individually.

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT – 2 WHEEL DRIVE UTILITY TRACTOR:
- 7.1 **Tractor dry weight (without ballast):– 8,000 lbs. minimum**
- 7.2 Wheelbase to be approximately 94 inches
- 7.3 Unit to be: 2 wheel drive
- 7.4 Tilt up hood with manufacturers approved prop system
- 7.5 Unit to be equipped with manufacturers lockable side panels
- 7.6. All daily services to be done from ground level
- 7.7 Engine:
- 7.7.1 Manufacturers water cooled, diesel powered engine
- 7.7.2 **72 PTO horsepower minimum**
- 7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer
- 7.8 Engine Lubrication System:
- 7.8.1 Full pressure lubrication with oil filter and oil by pass system
- 7.8.2 Engine oil cooler
- 7.8.3 **Engine must be wet sleeved**
- 7.9 Engine Cooling System:
- 7.9.1 Pressurized cooling system with thermostat and by pass, supplied with Dex Cool Extended Life protected to a freeze point of -34 degrees F.
- 7.9.2 Cooling system to be equipped with a coolant recovery tank and sight glass
- 7.10 Air Induction System:
- 7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve to be provided
- 7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required

7.11 Exhaust System:

7.11.1 Muffler to be under hood with manufacturers approved vertical exhaust with rain and weather protection

7.12 Electrical System:

7.12.1 Unit electrical system to be manufacturers noise suppression wiring, 12 volts negative ground

7.12.2 Neutral start switch (for safety purposes) shall be provided

7.13 Charging System:

7.13.1 Charging system to be manufacturer heavy duty for model bid

7.14 Engine Fuel System:

7.14.1 Dual stage filtering to be provided

7.14.2 Unit to be provided with a fuel water separator

7.14.3 If fuel tank is exposed, manufacturers skid plate to be provided. **(Manufactured in a manner that shall give the fuel tank maximum protection)**

7.15 Lighting System:

7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch

7.15.2 Four (4) roof mounted work lights; two (2) front and two (2) rear

7.15.3 Fender mounted rear tail lights and turn signals to be shock mounted

7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear (See Diagram #1)

7.15.5 Unit to be provided with console and dome lighting

7.15.6 Unit to have seven (7) terminal out socket to provide lighting for towed equipment

7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard and must 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.

7.15.8 OSHA approved back up alarm to be provided on unit.

7.16 Unit Instrumentation:

7.16.1 Tachometer

7.16.2 Speedometer

7.16.3 Hourmeter operable from engine operation not key switch

7.16.4 Coolant temperature indicator with audible buzzer or warning light

7.16.5 Oil pressure indicator with audible buzzer or warning light

7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

7.17 Clutch:

7.17.1 Wet type, manufacturers heaviest duty available
CHANGED TO MANDATORY EQUAL TO PERMACLUTCH 2

7.18 Transmission to be of the following design and arrangement:

7.18.1 Power shift design mechanically controlled with left hand reverser.
CHANGED TO MANDATORY EQUAL TO POWERQUAD PLUS 16/16

7.18.2 16 forward speeds

7.18.3 16 reverse speeds

7.18.4 Speed ranges to be 1.5 – 20 MPH

7.18.5 Transmission manual shift lever to be console mounted

7.19 Differential to have the following features:

7.19.1 Differential to be manufacturers heavy duty

7.19.2 Manufacturers differential lock engagement and disengagement capability

7.19.3 On the go differential lock engagement and disengagement capability

7.20 Axle:

7.20.1 Front Axle:

7.20.1.1 Front axle to be manufacturers heavy duty for use with boom mounted mower

7.20.1.2 Front axle 20 degrees oscillation (approximate)

7.20.2 Rear Axle:

7.20.2.1 Rear axle to be approximately 3 inches in diameter

- 7.21 Planetary Final Drives:
 - 7.21.1 In board type
- 7.22 Tractor Hydraulic System to be as follows:
 - 7.22.1 Hydraulic system to provide sufficient pressure and flow to operate all tractor functions at peak efficiency
 - 7.22.2 Tractor to have control valves with three (3) detent position and flow
 - 7.22.3 Hydraulic hoses that can be coupled and uncoupled under pressure
- 7.23 Brakes to be as follows:
 - 7.23.1 **Recommended manufacturers emergency braking system shall be provided**
 - 7.23.2 Hydraulic actuated service brakes
 - 7.23.3 **Must be wet type disk brakes**
 - 7.23.4 **Must be self adjusting and equalizing**
- 7.24 Wheels and Tires:
 - 7.24.1 Front tires: 10.00 x 16 - 6 ply F2 tread
 - 7.24.2 Rear tires 18.4 x 30 - 8 ply R1 tread
- 7.25 Three Point Hitch:
 - 7.25.1 Hitch should be electro-hydraulically operated
 - 7.25.2 **Hitch must have external switch to control raising and lowering from rear of tractor for safety purposes**
 - 7.25.3 Three point hitch to be a category 2 type
 - 7.25.4 Hitch lift capacity to be approximately 4,630 lbs at 24 inches behind lift point
- 7.26 Cab and Related Accessories:
 - 7.26.1 **Cab shall be OSHA approved ROPS**
 - 7.26.2 Cab to be insulated and pressurized
 - 7.26.3 Cab to be mounted by the manufacturer
 - 7.26.4 Cab unit to be equipped with heater, defroster, and air conditioning to be installed by the manufacturer

- 7.26.5 **Cab shall have safety glass, tinted at all locations**
- 7.26.6 Cab to have two (2) lockable entry doors keyed alike; one (1) left and one (1) right
- 7.26.7 Seat to be cloth covered type protected with scotchguard (or equal) and equipped with a seat belt
- 7.26.8 Seat to have a height and weight adjustment and swivel left and right 20 degrees (approximate) for easier operation.
- 7.26.9 Seat to be equipped with adjustable arm rests
- 7.26.10 Cab and tractor to be provided with a type of non-skid step (or steps) and hand holds for safety purposes
- 7.26.11 Unit to be equipped with a tilt/telescoping steering wheel
- 7.26.12 Unit to be equipped with a first aid kit mounted inside of cab
- 7.26.13 Tool box to be provided, weather resistant, lockable, and mounted for operator convenience
- 7.26.14 Cab unit to have front and rear windshield wipers and washers
- 7.26.15 Left and right side rear view mirrors and in cab rear view mirror to be provided
- 7.26.16 **All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided**
- 7.26.17 **Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.27 PTO Requirements:
 - 7.27.1 540 PTO R.P.M.
 - 7.27.2 PTO can be engaged and disengaged on the go
- 7.28 Paint:
 - 7.28.1 The tractor is to be painted manufacturers standard color.

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

The purpose of these specifications is to describe a 20 Foot Universal Mid Mounted Articulated Hydraulic Powered Boom Mower with Universal Frame and Hitch Assembly that will allow the use of a 60 Inch Side Mounted Short Arm Rotary Grass Mower or a 74 Inch Side Mounted Flail.

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the boom mower.

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions. ~~DELETE~~

8.1 Frame:

8.1.1 **Frame shall be mid mounted to underside 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).**

8.1.2 Frame to be of modular construction from alloy steel.

8.1.3 **Frame mount shall provide for unrestricted movement of the boom and offer limited obstructions to forward vision.**

8.1.4 **Fore and aft boom swing spindle pin bottom of pin to ground distance minimum 28 inches**

8.1.5 Unit to be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head.

8.2 Hydraulic Reservoir:

8.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.

8.2.2 Tank to have a built-in oil level sight glass and thermometer

8.2.3 Hydraulic filter capable of providing suitable filtration for system

8.2.4 **Tank shall be equipped with a shut off valve for closing when changing filter or hoses and for draining of tank**

8.2.5 **Unit shall be equipped with front piston type pump(s) to operate all mower functions (boom, rotary glass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.** CHANGED

8.2.6 **Hydraulic GPM shall be manufacturers specified to operate all mower functions at maximum efficiency**

- 8.2.7 Front pump(s) shall be idle during transport**
- 8.2.8 All circuit hoses to be a minimum of 1 inch four wire braid**
- 8.2.9 All hoses shall be routed through conduit and securely fastened for best brush protection**
- 8.2.10 Deck hoses to be four (4) wire braid fitted with cordura sleeving for brush protection
- 8.2.11 Mower controls to be a five (5) section valve controlled through a single electronic joystick *MANDATORY*
- 8.2.12 Valve shall allow a minimum of four (4) functions simultaneously**
- 8.2.13 The swing, lift, and dipper sections to have individual relief valves to give breakaway protection
- 8.2.14 Mower cutter to have a 6 second emergency shut down
- 8.2.15 Mower head motor should take 6 seconds to wind up to full RPM for a “no-shock-load startup”
- 8.2.16 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
- 8.3 Boom Rest:
- 8.3.1 A boom rest shall be mounted to mower frame to cradle boom during transport**
- 8.3.2 Boom rest to take pressure off all cylinders when in transport
- 8.3.3 When in stow, tractor and mower to be approximately 103 inches with 50 inch rotary and approximately 12 foot high *MANDATORY*
- 8.4 Safety Cage:
- 8.4.1 A safety cage shall be installed on right side and top of operator’s position and a sloping guard or rail over entire hood area**
- 8.4.2 Cage to be constructed of expanded metal and permanently mounted to tractor
- 8.4.3 A ^{3/8}1/2 inch lexon safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. No bungee straps and shall meet OSHA safety standards.**
- 8.5 Boom:
- 8.5.1 Boom shall be two (2) piece design with all pivot points having replaceable steel bearings**
- 8.5.2 Pivot pins to be a minimum of 1 1/2 inch diameter**

- 8.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb./sq. inch yield strength or 6 inch x 8 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength**
- 8.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb./sq. inch yield strength or 4 inch x 6 inch x 1/4 inch – minimum 70,000 lb/sq inch yield strength**
- 8.5.5 All hinge points shall be T-1 steel reinforcement**
- 8.5.6 Boom swing from stow position to be approximately 140 degrees forward
- 8.5.7 Boom reach up to be approximately 18 feet 6 inches
- 8.5.8 Boom reach out to be approximately 21 feet from tractor centerline to outside edge or cutting blade arc
- 8.5.9 Boom reach down to be approximately 13 feet 6 inches below tractor ground level
- 8.5.10 Boom mower head to be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane *MANDATORY*
- 8.6 Brush Head:
- 8.6.1 Cutting width approximately 50 inches
- 8.6.2 Top deck to be A606 alloy steel or equal
- 8.6.3 Side skirts a minimum of 3/8 inch steel**
- 8.6.4 Top deck to be reinforced with channel frame with a reinforced spindle mount plate
- 8.6.5 Deck to have replaceable full length skid shoes
- 8.6.6 Spindle bearings to be tapered roller type in a sealed housing
- 8.6.7 Blades to be a minimum of 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees**
- 8.6.8 Blade bolts to be minimum 1 1/8 inch x 3 heat treated, Grade 8 shoulder bolt with a castel nut and roll pin**
- 8.6.9 Mower to be direct drive, splined and totally enclosed excluding chain or flex couplers
- 8.6.10 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer.
- 8.6.11 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control

8.6.12 Cutter deck rotation to be approximately 160 degrees

8.6.13 Rear shield to be rubber/fabric material

8.7 Complete unit shall be delivered with all manufacturers' safety features intact.

8.8 Mower to be manufacturer's standard color

8.9 Unit shall be interchangeable with short boom rotary grass mower and 74 inch side mounted flail mower.

9.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS – SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):

It is the purpose to describe a Side Mounted Hydraulically Powered 60 Inch Rotary Mower (Grass Rotary Mower).

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the grass rotary mower.

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

9.1 Mower Lift Assembly:

9.1.1 Mower capable of mowing from 90 degrees up to 90 degrees down.

9.1.2 Mower to be capable of approximately raising 17 inches vertically, 6 inches below grade.

9.2 Deck:

9.2.1 Cutting width: 5 feet (60 inches)

9.2.2 Deck material (preferred)

9.2.2.1 Deck: 1/4 inch

9.2.2.2 Reinforcing frame: 4 inch x 9 inch channel

9.2.2.3 Side skirt: 3/8 inch thick

9.2.2.4 Skid shoes: Full length, replaceable

9.2.2.5 Trash Deflector: Chain, full length standard front and rear

9.3 Spindle:

9.3.1 Should be alloy steel, tapered roller bearings, bottom in oil bath

9.3.2 Spindle housing should be cast steel unibody

- 9.4 Motor To Spindle Drive:
- 9.4.1 Splined coupler, direct drive enclosed. (Specifically excluding chain or dodge couplers)
- 9.5 Blade Bar and Blades:
- 9.5.1 Single leaf approximately 1 1/4 inch x 6 inch x 27 inch
- 9.5.2 Blades: Full swing 360 degrees, approximately 1/2 inch x 4 inch x 20 1/8 inch heat treated up draft, alloy steel
- 9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered
- 9.6 Optional Equipment:
- 9.6.1 Tail wheel assembly **MANDATORY**
- 9.6.2 Tires to be laminated **MANDATORY**
- 9.6.3 Unit shall be interchangeable with 20 foot boom brush mower and 74 inch side mounted flail mower.**
- 9.6.4 Wet blade system: If vendor has optional wet blade system for extended and short booms, please quote prices.
- 9.7 Paint:
- 9.7.1 The Manufacturer's recommended paint preparation and standard color to be provided.
- 9.8 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of unit.**
- 9.9 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the department's striping and logo.**
- 9.10 Preventive Maintenance and Operators Orientation/Training:
- 9.10.1 The manufacturer or dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

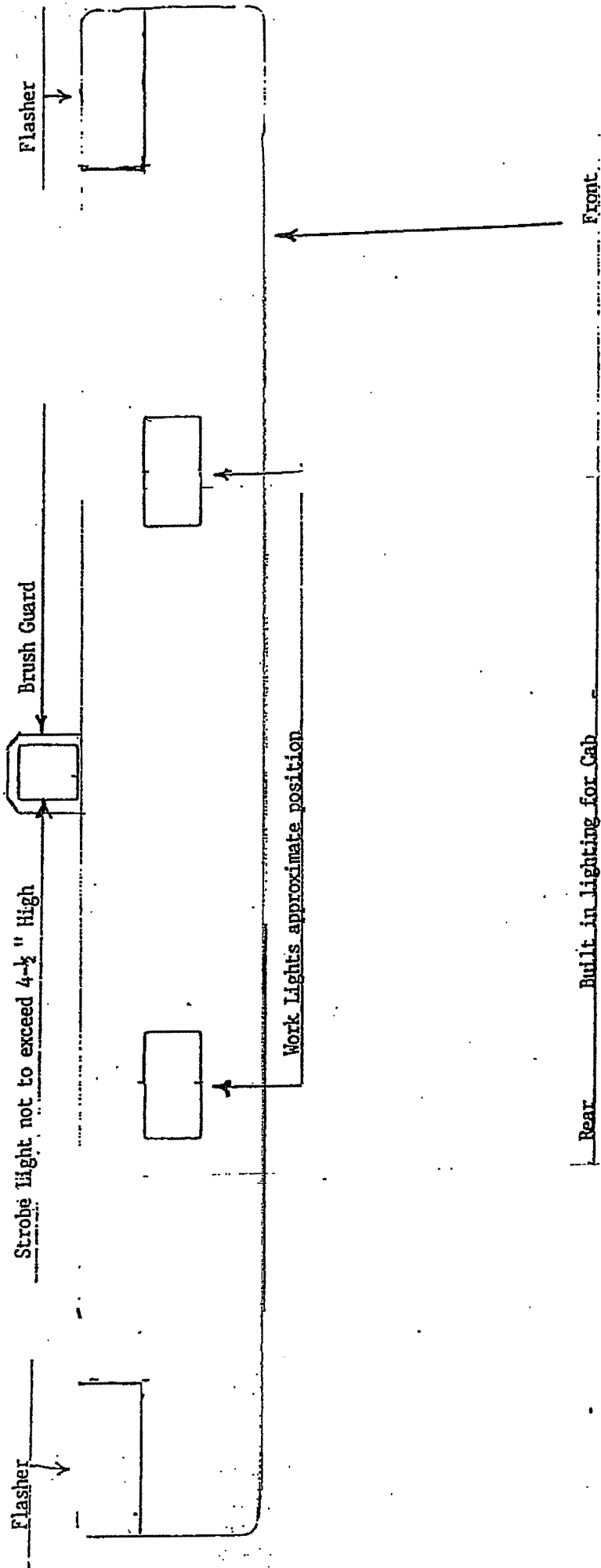
10.0 SPECIFICATIONS OF THE QUOTED UNIT – 74 INCH SIDE FLAIL MOWER

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the side flail mower.

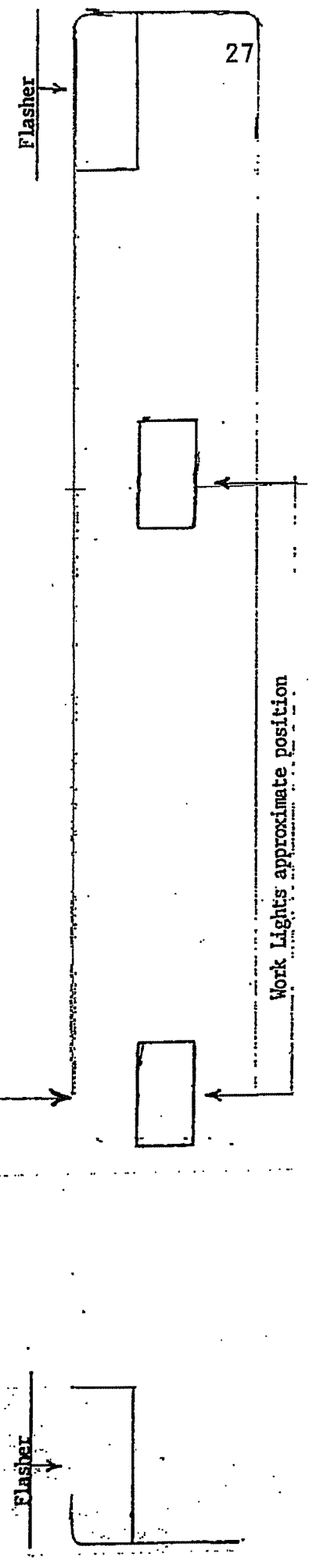
If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

- 10.1 **Mower shall have electronic positive wing transport lock, activated from inside cab (no exceptions)**
- 10.2 **Shoulder mower shall have electric on/off control with starter interrupt within easy reach of operator.**
- 10.3 Mower cutter bar to have a 6 second emergency shut down
- 10.4 **The mower head shall take 6 seconds to wind up to full RPM, no shock**
- 10.5 **Width of swath to be 74 inches minimum**
- 10.6 **Cutting height shall be adjustable from 1/2 inch to 6 inches**
- 10.7 Cutter shaft to be 5 inch O.D. x 4 inch I.D. certified D.O.M. steel tube
- 10.8 **Cutter shaft bearings must be high speed double roller bearing, self aligning, greasable with labyrinth type self purging seal**
- 10.9 Severe duty 4 oz. flail knives
- 10.10 **Drive system must be direct drive (Use of belt system not acceptable) ~~DELETE~~**
- 10.11 Cutter housing to be constructed entirely of T-1 steel
- 10.12 Rear roller to be 6 inches diameter, 1/4 inch wall with greasable 1 1/4 inch bronze bushings
- 10.13 Hydraulic motor to be commercial series with double tapered roller bearings for superior support to input shaft
- 10.14 Electronic joystick to be adjustable, analog proportional 2 axis control (cable control not acceptable)
- 10.15 All hinge pins to be heat treated 4140 steel or equal
- 10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt
- 10.17 **Cylinders must be heavy duty type with welded barrel and be externally threaded for screw on gland retainer rings**

- 10.18 Cylinders must be internally cushioned on both ends of travel and have Teflon piston seals (non cushioned and or tie rod cylinders not acceptable)**
- 10.19 Tilt cylinder minimum 3 inches I.D. x 3/16 inch wall with 1 inch rod**
- 10.20 Lift cylinder minimum 3 inches I.D. x 3/16 inch wall with 1 inch rod**
- 10.21 Unit shall be interchangeable with short boom rotary grass mower and boom brush mower**
- 10.22 Paint:
- 10.22.1 The Manufacturer's recommended paint preparation and standard color to be provided.
- 10.23 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of unit.**
- 10.24 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.**
- 10.25 Preventive Maintenance and Operators Orientation/Training:
- 10.25.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**



Rear Built in Lighting for Cab Front



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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.: 708 EC 001

Bidder's Name: CARMICHAEL EQUIPMENT

Address: 6777 MERRITTS CREEK ROAD, HUNTINGTON, WV
25702

Telephone Number: 304-736-2120

Years Bidder has been registered to do business with the State of West Virginia: 8 ^{APPROXIMATELY} YRS.

Years Company has been an authorized dealer for proposed unit: 12 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: 90 Calendar Days After Date of Purchase Agreement

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

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase

SEE ADDENDUM 5

X5.0 AWARD CRITERIA;

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

X6.0 SPECIFICATIONS - GENERAL

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

JOHN DEERE 6230 STANDARD

PILOT UNIT DELIVERY DATE: JANUARY 30, 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: AS DESCRIBED IN ATTACHED MANUFACTURERS
WARRANTIES.

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

Describe: (Include cost and conditions) PLEASE SEE ATTACHED. EXTENDED
WARRANTIES.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

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

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

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: _____ % discount
- C. Terms: Net 90 Manufacturer's published list price less: _____ % discount

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

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

- A. Shop Rate \$ _____ per mechanic hour
- B. Travel Time Charge \$ _____ per mechanic hour
(Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ _____ per vehicle mile
(Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ _____ per mechanic hour
- E. Specify period of time that prices are in effect: _____
- F. Surcharge for miscellaneous items: _____ %

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 STANDARD

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: 4045TL480

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

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
Manufacturer: BOSCH Model: 24519 YES NO

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: FEDERAL SIGNAL CORP Model: GENTINIAL 460672-02

- 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 PERMA CLUTCH #2
R96805

X7.18 Transmission of the following design and arrangement:

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

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 3.1" 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: 2900 PSI 45 GPM

X7.22.2 Tractor has control valves with three (3) detent position and flow ___ YES NO
1ST SCU IS 2 DETENT

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 PLANETARY BRAKE

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: 10:00-16-F2-10PRX7.24.2 Rear Tires: 18.4 R34 RADIAL R1W/144A8**X7.25 Three Point Hitch:**X7.25.1 Hitch electro-hydraulically operated YES NOX7.25.2 **Hitch has external switch to control raising and lowering from rear of tractor for safety purposes** YES NOX7.25.3 Three point hitch is a category 2 type YES NOX7.25.4 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 NOX7.26.2 Cab is insulated and pressurized YES NOX7.26.3 Cab mounted by the manufacturer YES NOX7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer YES NOX7.26.5 **Cab has safety glass, tinted at all locations** YES NOX7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right YES NOX7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt YES NOX7.26.8 Seat has a height and weight adjustment and swivel left and right 15° degrees for easier operation EACH DIRECTION YES NOX7.26.9 Seat equipped with adjustable arm rests YES NOX7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes YES NOX7.26.11 Unit equipped with a tilt/telescoping steering wheel YES NOX7.26.12 Unit equipped with a first aid kit mounted inside of cab YES NOX7.26.13 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: DIAMOND Model: DBR050C-B-WV

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

Describe: SEE ATTACHED DIAMOND MOWER WARRANTY STATEMENT

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

Describe (include costs and conditions): SEE ATTACHED EXTENDED WARRANTY 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 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
- X8.2.6 Hydraulic GPM: 75 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
MANDATORY YES NO
- 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 103 inches with 50 inch rotary and 12 foot high
- 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
ADENDUM CHANGED TO 3/8"
 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
- 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 1/2 inch diameter
- X8.5.3 Inner boom made of 6 inch x 8 inch 1/4 inch steel tubing
 Minimum 70,000 lb/sq. inch yield strength
- X8.5.4 Dipper boom made of 6 inch x 6 inch x 1/4 inch steel tubing
 Minimum 70,000 lb/sq. inch yield strength
- 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: 19' 5"
- X8.5.8 Boom reach out: 19' 5" from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down: 11' below tractor ground level
- X8.5.10 Boom mower head capable of mowing within 6 inches of rear tractor tire allowing tractor to stay further out of traffic lane YES NO
- X8.6 Brush Head:
- X8.6.1 Cutting width: 50 inches
- X8.6.2 Top deck made of 11 GA DOMAX EQUIVILANT TO T1
- X8.6.3 Side skirts 3/8 inch steel
- X8.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate YES NO
- X8.6.5 Deck has replaceable full length skid shoes YES NO
- X8.6.6 Spindle bearing are tapered roller type in a sealed housing YES NO
STRAIGHT ROLLER TYPE - REQUIRES NO PRE-LOAD
- X8.6.7 Blade are 4 inches wide x 5/8 inches thick double edge tempered steel and full swing 360 degree 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 YES NO
- X8.6.9 Mower is direct drive, splined and totally enclosed excluding chain or flex couplers YES NO
- X8.6.10 Motor is cast steel and sized to match the hydraulic pump proposed by mower manufacturer YES NO
- X8.6.11 Front safety shield, hydraulic actuated, center feed metal door is operational from joystick control YES NO
- X8.6.12 Cutter deck rotation 160 degrees
- X8.6.13 Rear shield rubber/fabric material YES NO
- X8.7 Complete unit will be delivered with all manufacturers' safety features intact YES NO
- X8.8 Mower is manufacturer's standard color YES NO
- X8.9 Unit is interchangeable with short boom rotary grass mower and 74 inch side mounted flail mower YES NO

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

Manufacturer: DIAMOND Model: DSR060-A-WV

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 WARRANTY STATEMENT

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

Describe (include costs and conditions): SEE ATTACHED EXTENDED WARRANTIES

X9.1 Mower Lift Assembly:

X9.1.1 Mower capable of mowing from 90 degrees up to 48 degrees down

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 ___ YES X NO
STRAIGHT ROLLER BEARING

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 inch x 25.5 inch x 31.5 inch TRI HEX

X9.5.2 Blades: Full swing 360 degrees YES NO

Size 4 inch x 20 1/4 inch x 1/2 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

X9.6 Optional Equipment:

X9.6.1 Tail wheel assembly YES NO

X9.6.2 Tires are laminated YES NO

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: \$12,500

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

ONE DAY OPERATOR AND ORIENTATION TRAINING

AT BUCKHANNON IN CONJUNCTION WITH TRACTOR

TRAINING. YES, ALL TRAINING AIDS TO BE FURNISHED BY CARMICHAEL EQUIPMENT.

X10.0 74 INCH SIDE FLAIL MOWER:

Manufacturer: DIAMOND Model: DSF075-H-WV

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

Describe: SEE ATTACHED WARRANTY STATEMENT

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

Describe (include costs and conditions): SEE ATTACHED EXTENDED WARRANTY STATEMENT.

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

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

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

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

X10.5 Width of swath 75 inches

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

X10.7 Cutter shaft 6 inch O.D. x 5 1/4 inch I.D. certified D.O.M. steel tube YES NO

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

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

X10.10 Is drive direct drive N/A YES N/A NO REMOVED FROM SPECS.

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

X10.12 Rear roller 6 5/8 inches diameter, 3/16 inch wall with greaseable 1 3/8 inch bronze bushings YES NO

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

X10.14 Is electronic joystick adjustable, analog proportional 2 axis control YES NO

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

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

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 3/8 inch rod

X10.20 Lift cylinder 3 inches I.D. x 3/16 inch wall with 1 3/8 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

ONE DAY OPERATOR AND ORIENTATION TRAINING
AT BUCKHANNON IN CONJUNCTION WITH TRACTOR
TRAINING, YES, ALL TRAINING AIDS TO BE
FURNISHED BY CARMICHAEL EQUIPMENT.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: CARMICHAEL EQUIPMENT

Signed: JL Carmichael

Title: President

Date: October 24, 2007

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 exceeds five percent of the total contract amount.

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

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

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

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

Vendor's Name: CARMICHAEL EQUIPMENT

Authorized Signature: *J. Carmichael* Date: 10-24-07



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

SHIP TO

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

* Last pg

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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
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.						
0001	1	EA		020-66	68883	68888
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						68888

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>John L. Marshall</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE President	FAX 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$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 is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGN IN SHEET
RFQ # 708EC001
Date: 8/23/07

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. HAYMAKER Eq.
Phillip A. COTRILE

P.O. Box 457
PENNSBORO, W.V. 26045

P 304-659-2917
F 659-3371

E-mail pashc1@hotmail.com

2. Fairplain Tractor
Gene Fisher

PO Box 787
Ripley W.Va. 25271

P 304-372-9875
F 304-372-2713

E-mail Tractor Sales@WireFarm!

3. AGCO CORPORATION
ROLAND ESSIEMER

450 Ruby Forest Pky.
Suwanee GA 30024

P 678-714-6751
F 678-422-2396

E-mail Roland.ESSIEMER@AGCOcorp.

4. Tiger Corporation
Les Slunicka

3301 N. Louise
Sioux Falls, SD 57107

P 605-336-7900
F 605-731-0472

E-mail lslunicka@tiger-mower.co

5. ALAMO INDUSTRIAL
Brian Dunham

1502 EAST WALNUT
Spring TX 78155

P 810-305-2259
F 865-693-0470

E-mail bdunham@alamo-industrial.com

Please print or write legibly!

Your fax # is essential to contact you timely!

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 5	Req. or P.O. No.: 708EC001
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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 YES
No. 2 YES
No. 3 YES
No. 4 YES
No. 5 YES

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

John Carmichael
Signature

CARMICHAEL EQUIPMENT
Company

10-24-2007
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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

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
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	\$68,888	\$68,888
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						\$68,888

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John L. ...</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE President	FEIN 31-1559816	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 SPECIFICATIONS:

4.2 DELIVERY (2nd Paragraph 2nd Sentence)

FROM:

Delivery is preferred within 90 days.

TO:

Delivery is preferred within 180 calendar days after receipt of order.

4.2 DELIVERY (3rd Paragraph)

FROM:

A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

TO:

A completed pilot model for inspection must be provided within 120 calendar days after the receipt of order by the successful vendor.

6.5 WARRANTY AND SERVICE POLICY
2nd Paragraph

FROM:

See Exceptions Below:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the complete tractor and mower unit or for each option if purchased individually.

TO:

See Exceptions Below:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the complete tractor and mower unit or for each option if purchased individually.

FROM:

6.5 WARRANTY AND SERVICE POLICY
3rd Paragraph

FROM:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

TO:

If a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is available, please quote for tractor and each of the mowers individually with cost and conditions during this period.

FROM:

7.17.1 – Wet type, manufacturers heaviest duty available

TO:

7.17.1 – **Clutch system shall be equal to a John Deere Permaclutch 2**

FROM:

7.18.1 – Power shift design mechanically controlled with left hand reverser.

TO:

7.18.1 – **Shall be power shift design equal to John Deere Powerquad Plus 16/16**

FROM:

7.22.2 – Tractor to have control valves with three (3) detent position and flow

TO:

7.22.2 – Tractor to have control valve(s) with three (3) detent position and flow

8.0 SPECIFICATIONS – 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED
HYDRAULIC POWERED BOOM MOWER:
(2ND Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the boom mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the boom mower.

(3RD Paragraph)

DELETE:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

FROM:

8.2.5 Unit shall be equipped with front piston type pump (s) to operate all mower functions (boom, rotary glass and flail) at a maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.

TO:

8.2.5 Unit shall be equipped with front piston type pump to run mower heads and may have stacked gear pump to operate fore, aft, up, and down. These pumps shall operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.

FROM:

8.2.11 Mower controls to be a five (5) section valve controlled through a single electronic joystick.

TO:

8.2.11 Mower controls shall be a five (5) section valve controlled through a single electronic joystick.

FROM:

8.3.3 When in stow, tractor and mower to be approximately 103 inches with 50 inch rotary and approximately 12 foot high.

TO:

8.3.3 When in stow, tractor and mower to be a maximum 103 inches with 50 inch rotary and approximately 12 foot high.

FROM:

8.4.3 A 1/2 inch lexan safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. No bungee straps and shall meet OSHA safety standards.

TO:

8.4.3 A 3/8 inch lexan safety glass window shall be part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. No bungee straps and shall meet OSHA safety standards.

FROM:

8.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 8 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.

TO:

8.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 6 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.

FROM:

8.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 4 inch x 6 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.

TO:

8.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 5 inch x 5 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.

FROM:

8.5.10 Boom mower head to be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.

TO:

8.5.10 **Boom mower head shall be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.**

9.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS – SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):
(2nd Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the grass rotary mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the grass rotary mower.

FROM:

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

TO:

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

FROM:

9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered

TO:

9.5.3 **Blade bolts: Must be forged with nut and lock washer, heat treated shouldered or shall have nut that will allow cotter pin to lock bolt and nut together.**

FROM:

9.6 Optional Equipment

TO:

9.6 Additional Equipment

FROM:

9.6.1 Tail wheel assembly

TO:

9.6.1 **Unit shall have tail wheel assembly**

FROM:

9.6.2 Tires to be laminated

TO:

9.6.2 **Unit shall have laminated tires**

10.0 SPECIFICATIONS OF THE QUOTED UNIT – 74 INCH SIDE FLAIL MOWER
(1st Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the side flail mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the side flail mower.

DELETE:

10.10 Drive system must be direct drive (Use of belt system not acceptable)

FROM:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt

TO:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift.

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: ___ calendar days after date of
purchase agreement****TO:****X4.2.1 Delivery of completed representative unit: _____ 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: _____ 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 ADENDUM 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: SEE ATTACHED EXTENDED WARRANTIES
STATEMENT

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
R96805

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
2 DETENT IS STANDARD 1ST VALVE ___ 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?
 X YES NO

Describe: SEE ATTACHED WARRANTY STATEMENT

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? X YES NO

Describe: SEE ATTACHED WARRANTY STATEMENT

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

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
 6x6 x 1/4 EXCEEDS YES NO

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 WARRANTY STATEMENTS

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: SEE ATTACHED WARRANTY STATEMENTS

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 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?

 X YES NO

Describe: SEE ATTACHED WARRANTY STATEMENTS

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: SEE ATTACHED WARRANTY STATEMENTS

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUBJECT

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
09/07/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.		
0001	1	EA		020-66	\$68,888	\$68,888
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
				***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:		\$68,888

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *John Lamichal* TELEPHONE 304-736-2120 DATE 10-24-07

TITLE President FEIN 31-559816 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$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 is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

5.0 AWARD CRITERIA:

SEE ADENDUM 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

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



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

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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	\$ 68,888	\$68,888
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						\$68,888

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *John Lambert* TELEPHONE **304-736-2120** DATE **10-24-07**
 TITLE *President* FEIN **31-1559816** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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SIGNED BID TO:

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



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

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				
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	\$68,888	\$68,888
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						\$68,888

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Carmichael</i>	TELEPHONE 304-736-2120	DATE 10-24-07
TITLE <i>President</i>	FEIN 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE

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

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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 68,888 per unit
 6-10 68,888 per unit
 11-20 68,888 per unit
 21 and over 68,888 per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: SEE ATTACHED \$ 4750 per unit
JOHN DEERE POWERGARD EXTENDED
WARRANTY

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 31,958 per unit
 6-10 31,958 per unit
 11-20 31,958 per unit
 21 and over 31,958 per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: SEE ATTACHED \$ 1227 per unit
JOHN DEERE POWERGARD EXTENDED
WARRANTY

Universal Mid Mounted Articulated Boom Mower Only:

1-5	<u>28,300</u>	per unit WITH hydraulics and controls
	<u>21,300</u>	per unit LESS hydraulics and controls
6-10	<u>28,300</u>	per unit WITH hydraulics and controls
	<u>21,300</u>	per unit LESS hydraulics and controls
11-20	<u>28,300</u>	per unit WITH hydraulics and controls
	<u>21,300</u>	per unit LESS hydraulics and controls
21 and over	<u>28,300</u>	per unit WITH hydraulics and controls
	<u>21,300</u>	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: \$ 1500 per unit

Grass Rotary Mower Only:

1-5	<u>16,300</u>	per unit WITH hydraulics and controls	AS AN ATTACHMENT
	<u>9,400</u>	per unit LESS hydraulics and controls	\$900
6-10	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	\$900
11-20	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	\$900
21 and over	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	\$900

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 1000 per unit

Side Flail Mower Only:

1-5	<u>16,300</u>	per unit WITH hydraulics and controls	AS AN ATTACHMENT
	<u>9,400</u>	per unit LESS hydraulics and controls	5900
6-10	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	5900
11-20	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	5900
21 and over	<u>16,300</u>	per unit WITH hydraulics and controls	—
	<u>9,400</u>	per unit LESS hydraulics and controls	5900

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ 1000 per unit