



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
708EC014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

*CAR MICHAEL EQUIPMENT INC.
 6777 MERRITT'S CREEK ROAD
 HUNTINGTON, WV 25902*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2008	NET 45 DAYS	DELIVERED TO BUCKHANNON		PREPAID

BID OPENING DATE: 05/21/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-87	\$67,555 EA	\$67,555 EA
				2 WHEEL DIRVE UTILITY TRACTOR		
				OPEN END CONTRACT		
				PROVIDE 2 WHEEL DRIVE UTILITY TRACTOR AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER PER THE ATTACHED SPECIFICATIONS.		
				THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITAL COMPLEX, BUILDING 15, 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305 AT 10:00 AM ON 05/08/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.		
				QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY 05/02/2008		
				SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305		
				QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115		
				IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.		
				EXHIBIT 2		

RECEIVED
 08 JUN 25 PM 1:09
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>John L. ...</i>	304-236-2120	6-24-2008	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	31-1559816		

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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2402

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VENDOR

CAR MICHAEL EQUIPMENT, INC.
6999 MERRITS CREEK ROAD
HUNTINGTON, WV 25902

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2008	NET 45	Days	Delivered TO	Buckhannon, WV
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</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>						

SIGNATURE <i>[Signature]</i>				TELEPHONE 304-736-2120		DATE 6-27-2008	
TITLE PRESIDENT		FERN 31-15-59816		ADDRESS CHANGES TO BE NOTED ABOVE			

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2402

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Carnegie Hill Equipment, Inc.
6777 McARITTS CREEK ROAD
HUNTINGTON, WV 25902

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

DATE PRINTED 04/10/2008	TERMS OF SALE <i>NET 45 Days DELIVERED TO Buck Harrison, WV</i>	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-736-2120	DATE 6-24-2008
TITLE <i>President</i>	FAX 31-155-9816	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2402

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TYPE NAME/ADDRESS HERE

CAR MICHAEL EQUIPMENT, INC.
6799 MERRITT'S CREEK ROAD
HUNTINGTON, WV 25702

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

DATE PRINTED 04/10/2008	TERMS OF SALE NET 45	SHIP VIA Days Delivered	F.O.B. To Buckhannon, WV	FREIGHT TERMS
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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. 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>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 EXHIBIT 10</p> <p>REQUISITION NO.: 708EC014</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: **304-736-2120** DATE: **6-24-2008**

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

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CARROLL HAEI EQUIPMENT INC
 4999 MERRITT CREEK ROAD
 HUNTINGTON, WV 25902

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

DATE PRINTED 04/10/2008	TERMS OF SALE NET 45	SHIP VIA Days	F.O.B. DE LIVERED TO BUCKHANNON, WV	FREIGHT TERMS
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓.....</p> <p>NO. 2 ✓.....</p> <p>NO. 3 ✓.....</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE CARROLL HAEI.....EQUIPMENT, INC. COMPANY 6-24-2008 DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-936-2120	DATE 6-24-2008	
TITLE President	FEN 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

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*CAR MICHAEL EQUIPMENT, INC.
 6999 MERRITS CREEK ROAD
 HUNTINGTON, WV 25702*

DIVISION OF HIGHWAYS

EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201

304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2008	<i>NET 45 Days</i>	<i>Deliverables To Buckhannon, WV</i>		
BID OPENING DATE:	05/21/2008	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 11/96						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input type="checkbox"/> 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						
<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						
<input type="checkbox"/> 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						

*HUNTINGTON
 WEST VIRGINIA
 IS OUR
 WV
 HEADQUARTERS*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-736-2120	6-24-2008	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	31-1559816		

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ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

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TYPE NAME/ADDRESS HERE

*Commercial Equipment, Inc.
 6999 MERRITT'S CREEK ROAD
 HUNTINGTON, WV 25702*

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

DATE PRINTED 04/10/2008	TERMS OF SALE <i>Net 45 Days</i>	SHIP VIA <i>Delivering to Buckhannon, WV</i>	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(<input checked="" type="checkbox"/>) 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>						

*HUNTINGTON
 WEST
 VIRGINIA
 EMPLOYEES*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-736-2120</i>	DATE <i>6-24-2008</i>	
TITLE <i>President</i>	FEIN <i>31-1559816</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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*CAR MICHAEL Equipment, Inc.
 6999 MARSH CREEK ROAD
 HUNTINGTON, W.V. 25702*

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
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BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>CAR MICHAEL Equipment, Inc</i></p> <p>DATE: <i>6-24-2008</i></p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>PRESIDENT</i></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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	<i>304-736-2120</i>	<i>6-24-2008</i>	
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<i>PRESIDENT</i>	<i>31-1559816</i>		

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 EQUIPMENT DIVISION
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 BRUSHY FORK ROAD
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DATE PRINTED 04/10/2008	TERMS OF SALE <i>NET 45</i>	SHIP VIA <i>DELIV</i>	F.O.B.	FREIGHT TERMS <i>TO BUCKHANNON, WV</i>
BID OPENING DATE: 05/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 708EC014</p> <p>BID OPENING DATE: 05/21/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-302-2300</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Jim Neikirk</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-736-2120** DATE: **6-24-2008**

TITLE: **PRESIDENT** FEIN: **31-155-9816** ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 131-1-H

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

1.0 PURPOSE

It is the purpose of these specifications to describe a 2 Wheel Drive Utility Tractor and Mid Mounted Articulated Hydraulic Powered Boom Mower (hereinafter referred to as "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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

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

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) 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 days after receipt of purchase agreement. 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 60 calendar days after receipt of the purchase agreement by the successful vendor.

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

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

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

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

5.0 AWARD CRITERIA

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

Prices for the units shall be in quantities of 1-10, 11-20, 21-30, and 31 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2008 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 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.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.

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):– 10,000 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 **80 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
- 7.9 Engine Cooling System:
- 7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT (organic acid technology) type extended life antifreeze or equal rated to a -30 degrees F or lower.
- 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, heaviest duty available

7.18 Transmission to be of the following design and arrangement:

7.18.1 Power shift design mechanically controlled with left hand reverser.

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 heavy duty available

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 – MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

8.1 Frame:

8.1.2 **Mounting frame shall be full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle.**

8.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor to 4 inch x 4 inch mounting rail.

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

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 to run mower head and piggy pump shall be gear or piston pump to run all other mower functions**

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

8.2.7 **All circuit hoses to be a minimum of 1 inch four wire braid**

8.2.8 **All hoses shall be routed through conduit and securely fastened for best brush protection**

8.2.9 Deck hoses to be four (4) wire braid fitted with cordura sleeving for brush protection

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

8.2.11 **Valve shall allow a minimum of four (4) functions simultaneously**

- 8.2.12 The swing, lift, and dipper sections to have individual relief valves to give breakaway protection
- 8.2.13 Mower cutter to have a 6 second emergency shut down
- 8.2.14 Mower head motor should take 6 seconds to wind up to full RPM for a “no-shock-load startup”
- 8.2.15 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 108 inches with 60 inch rotary and approximately 12 foot high
- 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 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.
- 8.5 Boom:
 - 8.5.1 **Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings**
 - 8.5.2 **Pivot pins to be a minimum of 1 ½ inch diameter**
 - 8.5.3 Inner boom to be made of 6 inch x 6 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq. Inch yield strength**
 - 8.5.4 Dipper boom to be made of 5 inch x 5 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq inch yield strength**
 - 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 21 feet
- 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 12 feet below tractor ground level
- 8.5.10 Boom mower head to be capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane
- 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 Grade 8 heat treated castle nut and roll pin**
 - 8.6.9 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer.
 - 8.6.10 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control
 - 8.6.11 Cutter deck rotation to be approximately 160 degrees
 - 8.6.12 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 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 the unit.

- 8.10 Advertising: Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number, or model number, etc. No large decals or painted advertisement is permitted.
- 8.11 Preventive Maintenance and Operators Orientation/Training:
- 8.11.1 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.

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 owed 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: CAR MACHINERY EQUIPMENT, INC

Authorized Signature: John Cantor, President Date: 6-24-2008

X8.10 Does advertising meet specifications YES NO

X8.11 Preventive Maintenance and Operators Orientation/Training

X8.11.1 Will a preventive maintenance and operator's training seminar be provided as requested? YES NO

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

If NO, explain _____

Will you furnish all training aids YES NO

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

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

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

NOTE TO BIDDER: Procurement Specification No. 131-1-H, 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 a summary of exception as a separate attachment, 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.: 708EC014

Bidder's Name: CARMICHAEL
EQUIPMENT

Address: 6777 MERRITS CREEK ROAD, HUNTINGTON, WV
25702

Telephone Number: 304-736-
2120

Years Bidder has been registered to do business with the State of West Virginia: APPROX 9
YRS.

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

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

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

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

X5.0 AWARD CRITERIA;

X5.1 Prices for units:	1-10	\$67,555	_____	per unit
	11-20	\$69,555	_____	per unit
	21-30	\$69,555	_____	per unit
	31 and over	\$69,555	_____	per unit

X6.0 SPECIFICATIONS - GENERAL

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

John Deere 6330/ 2009 *MODEL* *NOVEMBER 08 DATE OF*
MANUFACTURE

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 WVDOT.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____

FUEL SECONDARY _____
COOLANT _____
HYDRAULIC _____
OTHER _____

DIFFERENTIALS _____
BRAKE FLUID _____
COOLANT _____
OTHER _____

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to 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:

_____ PLEASE SEE ATTACHED MANUFACTURER'S WARRANTIES _____

- C. Mileage Charge \$2.50 ONE WAY__ per vehicle mile THIS INCLUDES MECHANIC TRAVEL TIME.
(Specify if one-way _____; port to port _____)
- D. Field Mechanic Rate \$. 65.00_____ per mechanic hour
- E. Specify period of time that prices are in effect: 01/01/2009 THROUGH 12/31/2009_____
- F. Surcharge for miscellaneous items: _____ 30 _____ %

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

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: 6330 2WD CAB TRACTOR

X7.1 Tractor dry weight (without ballast): 10,151 lbs. PLEASE SEE ATTACHED WEIGHT CERTIFICATION.

- X7.2 Wheelbase: 94.5 inches
- X7.3 Is unit 2 wheel drive YES NO
- X7.4 Is the hood tilt up with manufacturers approved prop system YES NO
- X7.5 Is unit equipped with manufacturers lockable side panels YES NO
- X7.6 Can all daily services be done from ground level YES NO

X7.7 Engine:

- X7.7.1 Is engine manufacturers water cooled, diesel powered YES NO
- Manufacturer: JOHN DEERE Model: 4.5L POWER
TECH

X7.7.2 PTO Horsepower: 85

- 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

X7.9 Engine Cooling System:

- X7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT type extended life antifreeze or equal rated at of -30 degrees F YES NO

- X7.9.2 Is cooling system equipped with a coolant recovery tank and sight glass YES NO
- TANK IS TRANSLUCENT (PLEASE SEE ATTACHED EXCEPTION REPORT)

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 YES NO

Manufacturer: BOSCH Model: 24519

X7.14 Engine Fuel System:

X7.14.1 Is dual stage filtering provided YES NO

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

X7.14.3 If fuel tank is exposed, is manufacturers skid plate provided YES NO

Is it manufactured in a manner that shall give the fuel tank maximum protection YES NO

X7.15 Lighting System:

X7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch YES NO

X7.15.2 Four (4) roof mounted work lights: two (2) front and two (2) rear YES NO

X7.15.3 Fenders mounted rear tail lights and turn signals shock mounted YES NO

X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear YES NO

X7.15.5 Unit provided with console and dome lighting YES NO

X7.15.6 Unit has seven (7) terminal out socket to provide lighting for towed equipment
 YES NO

X7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard
 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 Model: SENTINAL
4606 72-02

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 II R 96805

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 (PLEASE SEE

EXCEPTION SHEET)

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 heavy duty available YES NO

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/ 17.5 GPM

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

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 PARK

PAWL _____

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: 10.00X16 10 PR F2

X7.24.2 Rear Tires: 18.4/30R 142A8 R1W RADIAL

X7.25 Three Point Hitch:

X7.25.1 Hitch electro-hydraulically operated YES NO

X7.25.2 Hitch has external switch to control raising and lowering from rear of tractor for safety purposes YES NO

X7.25.3 Three point hitch is a category 2 type YES NO

X7.25.4 Hitch lift capacity 5,028 lbs. at 24_ inches behind lift point (EXCEEDS)

X7.26 Cab and Related Accessories:

X7.26.1 Cab has OSHA approved ROPS YES NO

X7.26.2 Cab is insulated and pressurized YES NO

X7.26.3 Cab mounted by the manufacturer YES NO

X7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer YES NO

X7.26.5 Cab has safety glass, tinted at all locations YES NO

X7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right YES NO

X7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt YES NO

- X7.26.8 Seat has a height and weight adjustment and swivel left and right 15 degrees for easier operation X YES NO
- X7.26.9 Seat equipped with adjustable arm rests X YES NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes X YES NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel X YES NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab X YES NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience X YES NO
- X7.26.14 Cab unit has front and rear windshield wipers and washers X YES NO
- X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided X YES NO
- X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided X YES NO**
- X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact X YES NO**
- X7.27 PTO:
- X7.27.1 PTO RPM: 540
- X7.27.2 PTO can be engaged and disengaged on-the-go X YES NO
- X7.28 Paint:
- X7.28.1 Tractor is painted manufacturers standard color X YES NO

X8.0 SPECIFICATIONS OF MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: DIAMOND MOWERS Model: DBR 050-C-WV

X8.1 Frame:

X8.1.2 **Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle** YES NO

X7.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with

4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood

of tractor of 4 inch x 4 inch mounting rail

X8.1.4 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head YES NO

X8.2 Hydraulic Reservoir:

X8.2.1 Is manufacturer's properly sized hydraulic oil reservoir capable of operating 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 Is hydraulic filter capable of providing suitable filtration for system YES NO

X8.2.4 **Tank equipped with a shut off valve for closing when changing filter or hoses and for draining of tank** YES NO

X8.2.5 **Unit equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions** YES NO

X8.2.6 **Hydraulic GPM manufacturers specified to operate all mower functions at maximum efficiency** YES NO

X8.2.7 **Circuit hoses of 1 inch four wire braid**

X8.2.8 **Are all hoses routed through conduit and securely fastened for best brush protection** YES NO

X8.2.9 Deck hoses are four wire braid fitted with cordura sleeving for brush protection

- __X__ YES ____ NO
- X8.2.10 Mower controls are five (5) section valve controlled through a single electronic joystick __X__ YES ____ NO
- X8.2.11 Valve allows a minimum of 4 functions simultaneously**
- X8.2.12 The swing, lift, and dipper sections have individual relief valves to give breakaway protection __X__ YES ____ NO
- X8.2.13 Mower cutter has a 6 second emergency shutdown __X__ YES ____ NO
- X8.2.14 Mower head motor takes 6 seconds to wind up to full RPM for a “no-shock-load startup” __X__ YES ____ NO
- X8.2.15 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side __X__ YES ____ NO
- X8.3 Boom Rest:
- X8.3.1 A boom rest is mounted to mower frame to cradle boom during transport** __X__ YES ____ NO
- X8.3.2 Boom rest takes pressure off all cylinders when in transport __X__ YES ____ NO
- X8.3.3 When in stow, tractor and mower are 108 inches with 50 inch rotary and 12 feet high
- X8.4 Safety Cage:
- X8.4.1 Is a safety cage installed on right side and top of operator’s position** __X__ YES ____ NO
- Also a sloping brush shield over entire hood area** __X__ YES ____ NO
- X8.4.2 Cage is constructed of expanded metal and permanently mounted to tractor __X__ YES ____ NO
- X8.4.3 Is a lexon safety glass window part of the safety cage** __X__ YES ____ NO
- Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned __X__ YES ____ NO

X8.5 Boom:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable bronze bearings(ANDENDUM #2 GREASABLE STEEL) YES NO

X8.5.2 Pivot pins 1.5 inch diameter

X8.5.3 Inner boom made of 6 inch x 6 inch x 3/8 inch steel tubing
50,000 lb/sq inch yield strength

X8.5.4 Dipper boom made of 5 inch x 5 inch x 3/8 inch steel tubing
50,000 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 21 feet

X8.5.8 Boom reach out 21 feet from tractor centerline to outside edge or cutting blade arc

X8.5.9 Boom reach down 13'6" feet below tractor ground level

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

X8.6 Brush Head:

X8.6.1 Cutting width 50 inches

X8.6.2 Top deck 11 GA DOMAX

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 bearings tapered roller type in a sealed housing YES NO

X8.6.7 Blades 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees YES NO

X8.6.8 Blade bolts 1 1/8 inch x 3 heat treated, grade 8 shoulder bolt with a Grade 8 castle nut and roll pin YES NO

X8.6.9 Motor cast steel and sized to match the hydraulic pump proposed by the mower manufacturer YES NO

X8.6.10 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control YES NO

X8.6.11 Cutter deck rotation 160 degrees

X8.6.13 Rear shield rubber/fabric material YES NO

X8.7 Complete unit shall be delivered with all manufacturers safety features intact YES NO

X8.8 Mower is manufacturers standard color YES NO

X8.9 Does the proposed unit meet 'OSHA of 1970" requirements YES NO

X8.10 Does advertising meet specifications YES NO

X8.11 Preventive Maintenance and Operators Orientation/Training

X8.11.1 Will a preventive maintenance and operator's training seminar be provided as requested? YES NO

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

If NO, explain _____

Will you furnish all training aids 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
708EC014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

*612152354 01 740-446-2412
CARMICHAEL EQUIPMENT INC
6777 MERRITTS CREEK ROAD
HUNTINGTON WV 25702

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

DATE PRINTED 05/11/2008	TERMS OF SALE <i>Net 45 Days Delivery To Buckhannon, WV</i>	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/04/2008		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: 05/21/08 AT 1:30 P.M.						
TO: 06/04/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-87	<u>\$67,555 EA</u>	<u>\$67,555 EA</u>
				2 WHEEL DRIVE UTILITY TRACTOR		
***** THIS IS THE END OF RFQ 708EC014 *****						TOTAL: <u>\$67,555 EA</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-736-2120** DATE: **6-24-2008**

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)**

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 708ECO 14

Date: 05/08/2008

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	ROLAND ESSIEMBOE
Firm Address:	AGCO CORPORATION 450 RUBY FOREST PARKWAY SEWANEES GA 30024
Representative Attending:	
Phone Number:	678-427-2396
Fax Number:	678-714-6756
Email Address:	ROLAND.ESSIEMBOE@AGCOCORP.COM

Firm Name:	BRUCE BOE AGCO CORP.
Firm Address:	200 FENWELTOWN RD NEW ALEXANDRIA PA 15670
Representative Attending:	
Phone Number:	724-331-3467
Fax Number:	724-668-7690
Email Address:	BRUCE.BOE@AGCOCORP.COM

Firm Name:	NEW HOLLAND AG (CNH Americas Inc)
Firm Address:	500 Diller Ave. (ms 248) New Holland PA 17557
Representative Attending:	Wayne Crow
Phone Number:	717-355-4744
Fax Number:	717-355-1487
Email Address:	wayne.crow@newholland.com

Firm Name:	BRUCE BOE ALAMO INDUSTRIAL
Firm Address:	1502 EAST WALNUT SUGINTA TX 78155
Representative Attending:	Brian Dunlavy
Phone Number:	830-379-2295
Fax Number:	865-693-0436
Email Address:	BUNLAVY@ALAMO-INDUST.COM

Firm Name:	ALAMO SALES CORP.
Firm Address:	1502 EAST WALNUT SUGINTA TX 78155
Representative Attending:	Brian Dunlavy
Phone Number:	830-379-1490
Fax Number:	830-379-0864
Email Address:	BUNLAVY@ALAMO-INDUST.COM

Firm Name:	Middleton TRAVEL Sales
Firm Address:	2032 Fairmont ave Fairmont - W.V. 26554
Representative Attending:	Jim Boyles
Phone Number:	366-4400 X123
Fax Number:	366-4698
Email Address:	Jim@MiddletonTravel.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 708EC014

Date: 05/08/2008

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Diamond Mower's, Inc</u>
Firm Address:	<u>27134 Parklane Drive</u> <u>Snow Falls, S.D. 57106</u>
Representative Attending:	<u>Tim Schwab</u>
Phone Number:	<u>417-291-4132</u>
Fax Number:	<u>417-759-2175</u>
Email Address:	<u>tim@diamondmowers.com</u>

Firm Name:	<u>Hayhurst Equipment/Motrim</u>
Firm Address:	<u>435 W. Miles Ave</u> <u>P.O. Box 457</u> <u>Pennsboro, WV 26415</u>
Representative Attending:	<u>JAMES White</u>
Phone Number:	<u>304-659-2917</u>
Fax Number:	<u>304-659-3371</u>
Email Address:	<u>heinc@citynet.net</u>

Firm Name:	<u>HAYHURST EQUIPMENT, INC.</u>
Firm Address:	<u>P.O. Box 457</u> <u>PENNSBORO, WV 26415</u>
Representative Attending:	<u>Jim Flesher</u>
Phone Number:	<u>304-659-2917</u>
Fax Number:	<u>304-659-3371</u>
Email Address:	<u>warranty.heinc@citynet.net</u>

Firm Name:	<u>Motrim Inc</u>
Firm Address:	<u>240 STEUBENVILLE AVE</u> <u>CAMBERS, OH 43725</u>
Representative Attending:	<u>Tom Brill</u>
Phone Number:	<u>740-439-2725</u>
Fax Number:	<u>740-432-2098</u>
Email Address:	<u>FFox@motrim.net</u>

Firm Name:	<u>New Holland (CMT America LLC)</u>
Firm Address:	<u>500 PILEA</u> <u>1895 PO</u> <u>NEW HOLLAND, PA 17557</u>
Representative Attending:	<u>Jim Rashford</u>
Phone Number:	<u>717-371-7382</u>
Fax Number:	<u>717-240-0918</u>
Email Address:	<u>Jim.rashford@newholland.com</u>

Firm Name:	<u>Fairplain Tractor Sales</u>
Firm Address:	<u>P.O. Box 287</u> <u>R. P. Hwy WVa 25271</u>
Representative Attending:	<u>GENIE Fisher</u>
Phone Number:	<u>304-372-9875</u>
Fax Number:	<u>304-372-2713</u>
Email Address:	<u>Tractor Sales@wvtr.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 708EC014

Date: 05/08/2008

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	CARMICHAEL EQUIPMENT
Firm Address:	6222 MERRITS CREEK RD BENTON, WY
Representative Attending:	JOHN CARMICHAEL
Phone Number:	740-446-2412
Fax Number:	740-446-9104
Email Address:	JOHN.CARMICHAEL@CAPEQ.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	MIDDLESTON TRACTOR
Firm Address:	2385 White Hill Blvd FAIRMONT, WY 26554
Representative Attending:	Phillip A. ^{DEWILLIS}
Phone Number:	304-366-4690 (42)
Fax Number:	366-4698
Email Address:	PHIL@MIDDLETONTTRACTOR.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	JOHN DEERE Co
Firm Address:	2000 JOHN DEERE RUN CARY, NC 27513
Representative Attending:	Robert C Meersstein
Phone Number:	724-941-9356
Fax Number:	724-941-9358
Email Address:	meersstein@jdc.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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

Request for Quotation

RFO NUMBER
708EC014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*612152354 01 740-446-2412
CARMICHAEL EQUIPMENT INC
6777 MERRITTS CREEK ROAD

HUNTINGTON WV 25702

SHIP TO

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

DATE PRINTED 05/27/2008	TERMS OF SALE NET 45 Days DELIVERED TO BUCKHANNON, WV	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 06/11/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/04/08 AT 1:30 P.M.						
TO: 06/11/08 AT 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-87	\$ 67,555 EA	\$ 67,555EA
				2 WHEEL DRIVE UTILITY TRACTOR		
***** THIS IS THE END OF RFQ 708EC014 ***** TOTAL:						<u>\$ 67,555EA</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-736-2120	DATE 6-24-2008
TITLE PRESIDENT	FERN 31-1559816	ADDRESS CHANGES TO BE NOTED ABOVE

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

708EC014
ADDENDUM #2

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

(AFTER DISCUSSION WITH MANAGEMENT ON THE ISSUES OF CONCERN OF ALL VENDORS PRESENT AT THE PREBID MEETING, ATTACHED IS THE ADDENDUM)

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY (2nd Paragraph – 2nd Sentence)
Delivery is preferred within 90 days after receipt of purchase agreement.

TO:

4.2 DELIVERY (2nd Paragraph – 2nd Sentence)
Delivery must be within 180 days after receipt of purchase agreement

FROM:

4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

6.5 WARRANTY AND SERVICE POLICY (2nd Paragraph)
A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.

TO:

6.5 WARRANTY AND SERVICE POLICY (2nd Paragraph)
A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

LEAVE AS WRITTEN:

7.1 Tractor dry weight (without ballast) – 10,000 lbs. minimum

LEAVE AS WRITTEN:

7.5 Unit to be equipped with manufacturers lockable side panels

LEAVE AS WRITTEN:

7.7.2 **80 PTO horsepower minimum**

FROM:

7.18.1 Power shift design mechanically controlled with left hand reverser

TO:

7.18.1 Power shift design and **must have a transmission that can be shifted on the go without using a clutch (within the speed gears) and with a left hand reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go.**

FROM:

7.19.2 Manufacturers differential lock engagement and disengagement capability.

TO:

7.19.2 Manufacturers differential lock engagement and disengagement capability and **must be able to engage differential lock on the go**

FROM:

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

TO:

7.22.2 Tractor to have two (2) control valves with three (3) detent position and flow

FROM:

7.23.4 **Must be self adjusting and equalizing**

TO:

7.23.4 **Must be self or manual adjusting and equalizing**

FROM:

8.1.2 Mounting frame shall be full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle.

TO:

8.1.2 Frame shall be mid mounted to underside of tractor utilizing 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).

LEAVE AS WRITTEN:

8.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor to 4 inch x 4 inch mounting rail.

LEAVE AS WRITTEN:

8.2.5 Unit shall be equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions.

FROM:

8.2.7 All circuit hoses to be a minimum of 1 inch four wire braid

TO:

8.2.7 All motor circuit hoses to be a minimum of 1 inch four wire braid

DELETE:

8.2.15 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side

FROM:

8.3.3 When in stow, tractor and mower to be approximately 108 inches with 60 inch rotary and approximately 12 foot high.

TO:

8.3.3 When in stow, tractor and mower to be approximately 108 inches with 50 inch rotary and approximately 12 foot high.

FROM:

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.

TO:

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. (See attached photos)

LEAVE AS WRITTEN:

8.4.3 A 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.

FROM:

8.5.1 Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings.

TO:

8.5.1 Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings or greasable steel bearings.

LEAVE AS WRITTEN:

8.5.3 Inner boom to be made of 6 inch x 6 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq. inch yield strength**

LEAVE AS WRITTEN:

8.5.4 Dipper boom to be made of 5 inch x 5 inch x 3/8 inch steel tubing **minimum 50,000 lb/sq/ inch yield strength**

FROM:

8.6.11 Cutter deck rotation to be approximately 160 degrees

TO:

8.6.11 Cutter deck tilt movement to be approximately 160 degrees

708EC014
ADDENDUM #2

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

(AFTER DISCUSSION WITH MANAGEMENT ON THE ISSUES OF CONCERN OF ALL VENDORS
PRESENT AT THE PREBID MEETING, ATTACHED IS THE ADDENDUM)

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

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

NO CHANGE REQUIRED:

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

FROM:

X6.5 WARRANTY AND SERVICE POLICY (3rd Paragraph)

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

Describe: _____

TO:

X6.5 WARRANTY AND SERVICE POLICY (3rd Paragraph)

Is a mandatory two (2) year bumper to bumper basic parts and labor warranty excluding abuse
and normal wear items included? X YES NO

Describe: SEE COMPLETED BIDDERS EVALUATION
REPORT ATTACHED TO ORIGINAL
BID DOCUMENT

LEAVE AS WRITTEN:

X7.1 Tractor dry weight (without ballast): 10,151 lbs.

LEAVE AS WRITTEN:

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

LEAVE AS WRITTEN:

X7.7.2 PTO Horsepower: 85 @ 2300 RPM

FROM:

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

TO:

X7.18.1 Power shift design and has transmission that can be shifted on the go without using a clutch (within the speed gears) and with a left hand reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go. YES NO

FROM:

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

TO:

X7.19.2 Manufacturers differential lock engagement and disengagement capability and is able to engage differential lock on the go YES NO

FROM:

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

TO:

X7.22.2 Tractor has 1 control valves with three (3) detent position and flow YES NO

FROM:

X7.23.4 Self adjusting and equalizing YES NO

TO:

X7.23.4 Self or manual adjusting and equalizing YES NO

FROM:

X8.1.2 Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle _____ YES _____ NO

TO:

X8.1.2 Frame is mid mounted to underside of tractor utilizing 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

LEAVE AS WRITTEN:

X8.1.3 Main frame of 4 inch x 4 inch steel tubing bracing frame with
4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor
of 4 inch x 4 inch mounting rail

LEAVE AS WRITTEN:

X8.2.5 Unit equipped with front piston type pump to run mower head and piggy pump shall be gear or piston _____ pump to run all other mower functions YES _____ NO

FROM:

X8.2.7 Circuit hoses of _____ inch four wire braid

TO:

X8.2.7 All motor circuit hoses of 1 inch four wire braid YES _____ NO

DELETE:

X8.2.15 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side _____ YES _____ NO

NO CHANGE REQUIRED:

X8.3.3 When in stow, tractor and mower are 108 inches with 50 inch rotary and
12 feet high

NO CHANGE REQUIRED:

X8.4.1 Is a safety cage installed on right side and top of operator's position YES NO

Also a sloping brush shield over entire hood area YES NO

LEAVE AS WRITTEN:

X8.4.3 Is a lexan safety glass window part of the safety cage YES NO

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

FROM:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable bronze bearings YES NO

TO:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable
Bronze bearings or greasable steel bearings YES NO

LEAVE AS WRITTEN:

X8.5.3 Inner boom made of 6 inch x 6 inch x 3/8 inch steel tubing
50,000 lb.sq inch yield strength

LEAVE AS WRITTEN:

X8.5.4 Dipper boom made of 5 inch x 5 inch x 3/8 inch steel tubing
50,000 lb sq inch yield strength

FROM:

X8.6.11 Cutter deck rotation _____ degrees

TO:

X8.6.11 Cutter deck tilt movement 160 degrees



01/01/2005



01/01/2005



01/01/2005

01/2005





01/01/2005

Hot rim

WUDORH

05/15/2008



05/15/2008

131-212

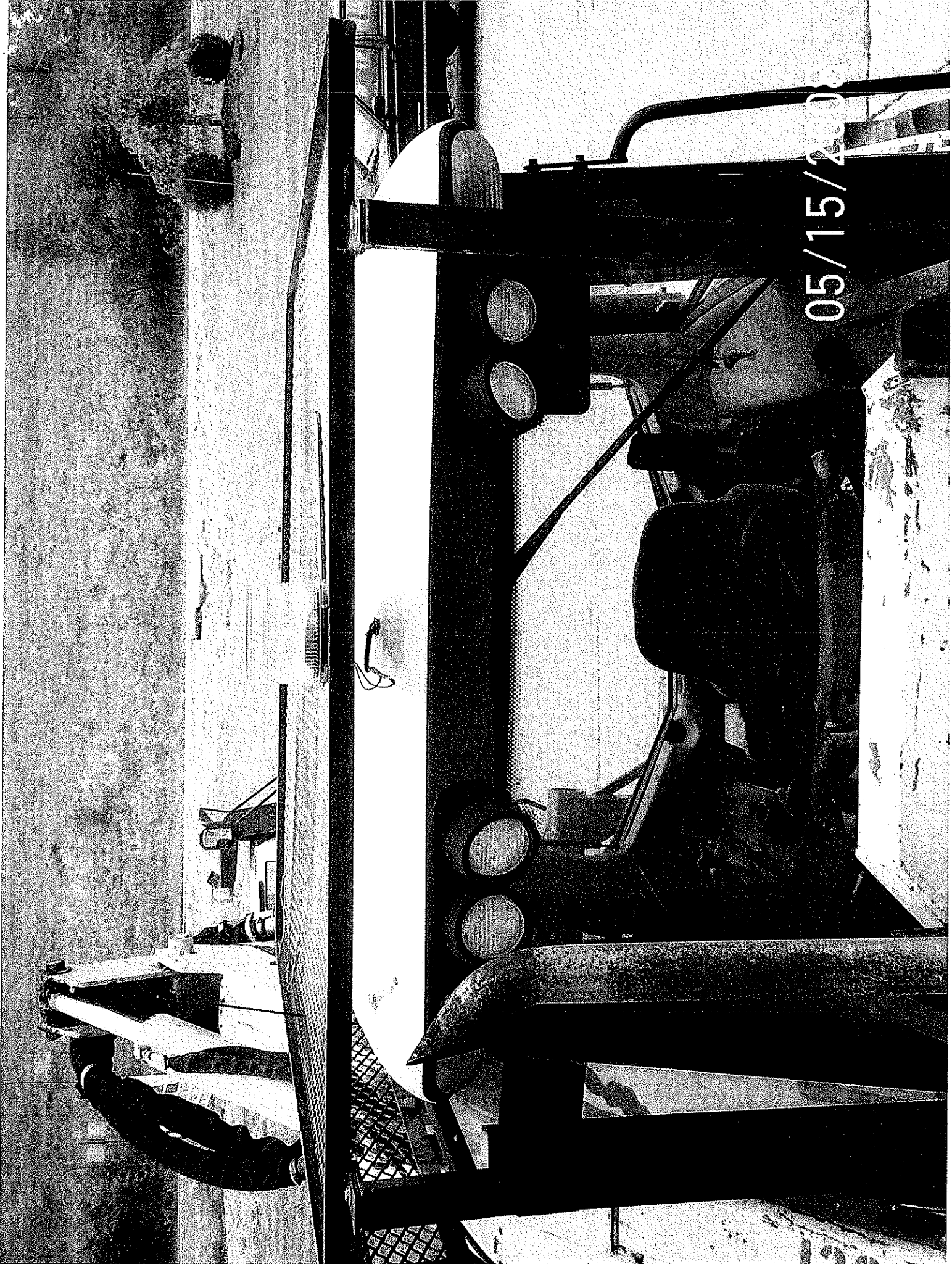




05/15/2008

132-20

WING



05/15/2008



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
 708EC014

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

*612152354 01 740-446-2412
 CARMICHAEL EQUIPMENT INC
 6777 MERRITTS CREEK ROAD
 HUNTINGTON WV 25702

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
06/03/2008	<i>NET 45 DAYS DELIVERED TO BUCKHANNON, WV</i>			
BID OPENING DATE:	06/25/2008	BID OPENING TIME	01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/11/08 AT 1:30 P.M.						
TO: 06/25/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-87	\$ 67,555 EA	\$ 67,555 EA
				2 WHEEL DRIVE UTILITY TRACTOR		
***** THIS IS THE END OF RFQ 708EC014 ***** TOTAL:						<u>\$ 67,555 EA</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-736-2120 DATE: 6-24-2008

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

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

Exception to Specifications

Carmichael Equipment, Inc.
6777 Merritts Creek Road
Huntington, WV 25702

June 24, 2008

State of West Virginia
Department of Administration
Purchasing Division

REQ Number 708EC014

- 7.9.2 sight glass is translucent tank
- 7.18.4 19 mph instead of 20 mph
- 7.22.2 2detent on valve #1, 3 detent on valve #2
- 7.25.4 hitch lift 5028 lbs at 24" "exceeds"
- 7.26.8 15 degree left and right rotation



John Deere Waterloo Works
3500 E. Donald Street
Waterloo, IA, 50704 USA

Donald Worner
Product Marketing Manager, Waterloo

To Whom It May Concern:

Per the specifications listed below for a 6330 cab tractor with rack and pinion tire option, engineering from Mannheim, Germany has confirmed that the tractor, as speced, with an empty fuel tank has a weight of 10,151 lbs. This confirms the fact that the weight of the 6330 tractor exceeds the minimum 10,000 lb bid specification.

6330
3122R
0600 pkg
0150 cab
0200 2 wh. Drive
1127 rear tires
4782 front tires
7073 trans
7101 std. PTO
7154 rack & pinion
7452 exhaust
7662 air seat
8830 vandal protection
8850 toolbox
8875 fuel tank guard
8041 rear light
9102 frt. & rear. Wash
9260 second SCV
9988 no tire pref

Regards,



Donald K. Worner
Product Marketing Manager
John Deere Waterloo Works

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW COMMERCIAL & CONSUMER EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural and Commercial & Consumer Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order).

AGRICULTURAL EQUIPMENT WARRANTIES	
AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere from time to time.	
COMMERCIAL & CONSUMER EQUIPMENT WARRANTIES	
LAWN & GARDEN EQUIPMENT	WARRANTY TERM
1) All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for Equipment listed in 2 through 7 below)	24 Months in Private Residential – Personal Use 12 Months in Any Other Application
2) Residential EZtrak Mowers, 100, L100, LA100 and G100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series Z-Trak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) Walk-Behind Mowers under 36"	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
COMMERCIAL EQUIPMENT	WARRANTY TERM
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Z-TRACK Mowers, Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
9) Utility Tractors, Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components see * below)	36 Months or 2000 Hours, Whichever Comes First (includes 24 months as per 9 above)
10) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), other mower decks, implements, and attachments for Equipment listed in 8, 9 and 10	12 Months or 1000 Hours, Whichever Comes First
UTILITY ALL TERRAIN VEHICLES	WARRANTY TERM
11) Utility All Terrain Vehicles (UATV) and attachments	6 Months
* INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY –Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). -Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts or steering cylinders).	

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, radios, and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer; (6) Frontier Equipment™ products are warranted by the original manufacturer. Contact a Frontier Equipment™ dealer for details.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) UATV if used for racing or any other competitive purpose or activity.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) present evidence of the warranty start date with valid proof of purchase; and, (3) make the Equipment available to the authorized dealer within a reasonable period of time.

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

F. NO DEALER WARRANTY –THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Commercial & Consumer Equipment).

