



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
709EC006

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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Leslie Equipment Company
 284 Van Kirk Drive
 Fairmont, WV 26554

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2008	Net 30 Days			

BID OPENING DATE: **10/22/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
1001	1	EA		968-39	#125,480 ⁰⁰	
<p>HYDRAULIC TRACK EXCAVATOR</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC TRACK EXCAVATOR FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE EQUIPMENT DIVISION IN BUCKHANNON, WEST VIRGINIA AT 10:00 AM ON 10/09/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST.) ON FRIDAY, 10/03/08. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)</p>						

RECEIVED

08 NOV 12 AM 9:22

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Timothy C. Wegman* TELEPHONE: 304-534-5454 DATE: 10 NOV 08
 TITLE: MANAGER FEIN: 55-049-3180 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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VENDOR

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<p>MANNER. REV. 3/88 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. 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 10</p> <p style="text-align: right;">REQUISITION NO.: 709EC006</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1 *70W*.....
- NO. 2 *70W*.....
- NO. 3 *70W*.....
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

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.

Leslie E. Wagner.....
 SIGNATURE
Leslie Equipment Co......
 COMPANY
 ...*10 Nov 2008*.....
 DATE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE DATE

FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

Leslie Equipment Company
 284 Van Kirk Drive
 Fairmont, WV 26554

SHIP TO

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 EQUIPMENT DIVISION
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<p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: 709EC006</p> <p>BID OPENING DATE: 11-12-2008</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:</p> <p style="text-align: center;">304-534-5888</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Timothy C Wagner</i>						
***** THIS IS THE END OF RFQ 709EC006 ***** TOTAL:						<i># 125,480⁰⁰</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 310-1-D

HYDRAULIC TRACK EXCAVATOR

1.0 PURPOSE

It is the purpose of these specifications to describe a Hydraulic Track Excavator (hereinafter referred to as an "excavator" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, 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 30 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.I. 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 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 excluding abuse and normal wear items 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 ARE AS FOLLOWS:
Shall be Kobelco SK135SR or equal**

7.1 Operating weight shall be no less than 28,000 pounds and not more than 32,291 pounds.

7.2 Engine:

7.2.1 Engine will be 84 horsepower minimum.

7.2.2 Engine should be turbocharged diesel.

7.2.3 Pressurized liquid cooling system with thermostat, filled with manufacturers approved extended life permanent type anti-freeze that provides freeze protection to at least -30 degrees F.

7.2.4 Air cleaner, double element with auto dust evacuation.

7.2.5 Fuel filtering system shall be manufacturer's heaviest duty available.

7.2.6 Dust proof net for radiator and oil cooler should be provided.

7.2.7 Manufacturer's heaviest duty electrical system shall be provided.

7.3 Hydraulic System:

7.3.1 Hydraulic system to maintain manufacturers recommended safe oil temperature within recommended operating range during continuous operation under maximum working combinations.

7.3.2 System to have manufacturer's heaviest variable capacity piston type pumps with load sensing for maximum efficiency.

7.3.3 Boom length should be no less than 15 feet and controlled by two (2) hydraulic cylinders.

- 7.3.4 Arm length should be no less than 8 feet and controlled by one (1) hydraulic cylinder and equipped with multi function hydraulics with piping to the end of arm with foot controls.
- 7.3.5 Shut off valve at end of piping.
- 7.3.5.1 **Unit shall be equipped with a hydraulic thumb approximately 18 inches x 46 inches.**
- 7.3.5.2 Tine thickness of thumb to be 1 inch with a pin diameter of approximately 2 inches.
- 7.3.6 Bucket to be approximately 0.60 cubic yard capacity, shall be with teeth and side cutters and controlled by one (1) hydraulic cylinder.
- 7.3.7 Drive shall be hydrostatic design with independent track control.
- 7.3.8 Wet multiple disk brakes that automatically release while propelling and apply when stationary.
- 7.3.9 Unit swing shall be capable of 360 degrees.
- 7.3.10 Swing speed should be approximately 10 R.P.M.
- 7.3.11 Swing brake shall be SAHR for safety.
- 7.3.12 Unit shall be joystick controlled with one (1) additional actuator for auxiliary hydraulics.
- 7.4 Undercarriage:
 - 7.4.1 Undercarriage frame shall be manufacturers standard for model bid.
 - 7.4.2 Unit shall have sealed type track.
 - 7.4.3 A minimum of one (1) top carrier roller each side for proper track support.
 - 7.4.4 Track guides shall be provided to prevent track misalignment.
 - 7.4.5 Track adjustment shall be of hydraulic design.
 - 7.4.6 Manufacturers triple grouser shoes.
 - 7.4.7 Track length approximately 11 feet 6 inches.

- 7.4.8 **Maximum tail swing 4.82 feet including manufacturers needed weight(s)**
- 7.5 Cab:
- 7.5.1 **Cab shall be all weather steel isolation mounted.**
- 7.5.2 **Unit will have a deep cushioned fully adjustable seat with padded arm rests.**
- 7.5.3 **Cab shall be equipped manufacturers heater and air condition system.**
- 7.5.4 **Cold weather starting aid shall be provided.**
- 7.5.5 Cab equipped with front windshield wiper and washer, intermittent features.
- 7.5.6 **Manufacturers vandalism protection package shall be provided.**
- 7.5.7 Interior cab light.
- 7.5.8 Work lights at boom and cab for sufficient night shift operations.
- 7.5.9 Tinted safety glass at all locations.
- 7.5.10 AM and FM radio with antenna.
- 7.6 Paint:
- 7.6.1 **Unit will be painted manufacturers standard color.**
- 7.6.2 Manufacturers standard plant painting procedures for cleaning, degreasing, preparing, priming and painting are sufficient to meet the requirements for painting unit.
- 7.7 **Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act or 1970" and subsequent amendments.**
- 7.8 Advertising: No visible decals or name plates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are accepted.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 310-1-D

HYDRAULIC TRACK EXCAVATOR

NOTE TO BIDDER: Procurement Specification No. 310-1-D, 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.: 709ECO06

Bidder's Name: Leslie Equipment Co

Address: 284 VAN KIRK DRIVE, FAIRMONT, WV 26554

Telephone Number: 304-534-5454

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

Years Company has been an authorized dealer for proposed unit: 10 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for units:	1-10	<u>125,480</u> per unit
	11-20	<u>125,480</u> per unit
	21 and over	<u>125,480</u> per unit

X6.0 SPECIFICATIONS - GENERAL

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

135D 2009 year John Deere
 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

X6.3 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 excluding abuse and normal wear items included? YES NO

Describe:

IN Shop WARRANTY 100% Field WARRANTY 100% plus Time + Mileage. NO Deductable.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

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

12 month Full Machine, unlimited hours
Additional 12 Months Full Machine 5000hr limit

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

All warranty to be performed at FAIRMONT, NORTON, BEAVER, CROSSLANES, COWEN, WV locations

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

FAIRMONT, NORTON, BEAVER, CROSSLANES, COWEN WV

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

- A. Terms: Net 30 Manufacturer's published list price less: 0 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % discount

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

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

- A. Shop Rate \$ 70⁰⁰ per mechanic hour
- B. Travel Time Charge \$ 80⁰⁰ per mechanic hour
(Specify if one-way) _____; port to port ✓
- C. Mileage Charge \$ 2.25 per vehicle mile
(Specify if one-way) _____; port to port ✓
- D. Field Mechanic Rate \$ 80⁰⁰ per mechanic hour

E. Specify period of time that prices are in effect: TWO YEARS FROM CONTRACT DATE

F. Surcharge for miscellaneous items: 2 %

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 specification.

Manufacturer: John Deere Model: 135D

X7.1 Specify operating weight 32,250 **pounds.**

X7.2 Engine:

X7.2.1 Specify engine 93 **HP.**

X7.2.2 Is engine turbocharged diesel? YES NO

X7.2.3. Is pressurized liquid cooling system w/thermostat, filled with manufacturers approved extended life permanent type anti-freeze that provides freeze protection to at least -30° F? YES NO

- X7.5.5 Is cab equipped with front windshield wiper/washer with intermittent features? YES NO
- X7.5.6 Is manufacturers vandalism protection package provided? YES NO
- X7.5.7 Is unit provided with interior cab light? YES NO
- X7.5.8 Are work lights provided at boom and cab adequate for night shift operations? YES NO
- X7.5.9 Is tinted safety glass provided at all locations? YES NO
- X7.5.10 Is AM/FM radio with antenna provided? YES NO
- X7.6 Paint:
- X7.6.1 Will unit be painted manufacturers standard color? YES NO
- X7.6.2 Does painting procedures for cleaning, degreasing, preparing, priming/painting meet manufacturers standard requirement for painting unit? YES NO
- X7.7 Does unit meet OSHA requirements as specified? YES NO
- X7.8 Does unit meet advertising guidelines as specified? YES NO

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: Leslie Equipment Co

Authorized Signature: [Signature] Date: 10 Nov 08

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Leslie Equipment Co Signed: [Signature]
Date: 10 Nov 08 Title: MANAGER

*Check any combination of preference consideration(s) indicated above which you are entitled to receive

709EC006
PRE BID ADDENDUM #3

HYDRAULIC TRACK EXCAVATOR

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2.1 – NO CHANGES REQUIRED

Delivery date of completed representative unit: 60 calendar days after receipt of Purchase agreement

FROM:

X7.1 Specify operating weight 32,250 pounds

TO:

X7.1 Specify operating weight 32,250 pounds including fuel, thumb, and bucket attached.

X7.4.8 – NO CHANGES REQUIRED

Tail swing including manufacturers needed weight(s): 4.83 feet

FROM:

X7.5.6 Is manufacturers vandalism protection package provided? YES NO

TO:

X7.5.6 Is manufacturers vandalism protection package provided? YES NO

Does it include locking cab doors, locking compartments for the engine and hydraulic components, locking fuel and radiator access and electrical cut-off switch, and all locks except master switch are keyed alike YES NO

ADD: To Bidder's Evaluation Report

X7.2.4 Is air cleaner, double element with auto dust evacuation? YES NO

X7.2.5 Is fuel filtering system manufacturers heaviest duty available? YES NO

X7.2.6 Is dust proof net for radiator and oil cooler provided? YES NO

X7.2.7 **Will Manufacturers heaviest duty electrical system be provided?**
 YES NO

X7.3 Hydraulic System:

X7.3.1 Will proposed hydraulic system maintain manufacturers recommended safe oil temperature within recommended operating range during continuous operation under maximum working combinations? YES NO

X7.3.2 Does system provide manufacturer heaviest variable capacity piston type pumps With load sensing for maximum efficiency? YES NO

X7.3.3 Is boom controlled by two (2) hydraulic cylinders? YES NO
Specify boom length 15' 1" feet

X7.3.4 Is arm controlled by one (1) hydraulic cylinder/equipped with multi function hydraulic with piping to the end of arm with foot controls? YES NO
Specify arm length 8' 3" feet

X7.3.5 Is shut off valve at end of piping? YES NO

X7.3.5.1 **Is unit equipped with a hydraulic thumb?** YES NO
Specify size 18 inches x 52 inches

X7.3.5.2 Tine thickness of thumb 1" inch with a pin diameter 3.54 inch

X7.3.6 Bucket 6.6 cubic yard with teeth and side cutters YES NO
Controlled by one (1) hydraulic cylinder YES NO

X7.3.7 **Is drive hydrostatic design with independent track control?** YES NO

ADD: To Bidder's Evaluation Report

X7.3.8 Does unit have wet multiple disk brakes that automatically releases while propelling and applies when stationary? YES NO

X7.3.9 Is unit swing capable of 360 degrees? YES NO

X7.3.10 Specify swing speed 13.7 R.P.M.

X7.3.11 Is swing brake SAHR for safety? YES NO

If not specify: _____

X7.3.12 Is unit joystick controlled with one (1) additional actuator for auxiliary hydraulics? YES NO

X7.4 Undercarriage:

X7.4.1 Is undercarriage frame manufacturers standard for model bid? YES NO

X7.4.2 Does unit have sealed type track YES NO

X7.4.3 Does unit have a minimum of one (1) top carrier roller each side for proper track support YES NO

X7.4.4 Are track guides provided to prevent track misalignment YES NO

X7.4.5 Is track adjustment of hydraulic design YES NO

X7.4.6 Does unit have manufacturers triple grouser shoes? YES NO

X7.4.7 Specify track length 11 feet 9 inches

X7.4.8 Tail Swing including manufacturers needed weight(s): 4.83 feet

X7.5 Cab:

X7.5.1 Is proposed cab all weather steel isolation mounted? YES NO

X7.5.2 Does proposed unit have a deep cushioned fully adjustable seat with padded arm rests? YES NO

X7.5.3 Is cab equipped with manufacturers heater and air condition system? YES NO

X7.5.4 Is cold weather starting aid provided? YES NO

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – U.S.A.

- **Construction Products 100HP and Above and Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Products under 100HP:** 12 months Full Machine Standard Warranty
- **Forwarders, DHSP Forestry Excavators, Harvesters, Log Loaders, Skidders, Tracked and Wheeled Feller Bunchers, first rented or sold on or after 15 September 2002:** 12 Months or 2000 Hours (which ever occurs first) Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (which ever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (which ever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company ("John Deere") to purchasers of new John Deere products:

STANDARD Warranty is John Deere's standard new equipment warranty, described on this page, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

StructurALL Warranty applies to certain structural components as listed below and as described on this page.

A. STANDARD WARRANTY – GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the customer at the time of purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY –

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY –

The repair or replacement of covered parts or components that are defective, as provided in Section A, B, and D.2 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY –

1. Standard Warranty does not apply to batteries, radios, tires, or to Cummins Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours, whichever occurs first. Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (Compact Excavators & Loaders, Skid-Steer Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments are not eligible for StructurALL Warranty) begins at the end of the Equipment's Standard Warranty and any Extended Warranty purchased for the Equipment and applicable to StructurALL components, and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the Equipment's original retail purchase or first rental prior to the first retail purchase.

StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm, Articulation Joint (incl. pins and bushings), Bin Frame, Boom, Car body, C-Frame*, Circle Frame, Coupler (John Deere built ONLY), Dipper stick, Draft Frame, Engine Frame, Equipment Frame, Grapple Arch, Grapple Boom, Loader Arm, Loader Frame, Mainframe, Moldboard Lift Arms, NeverGrease™ Pin Joints, Rollover Protection Structure (ROPS), Side Frame, Swing Frame, Track Frame, Undercarriage Frame, X-Frame, Z-bar, Specialty booms and arms marketed as "heavy-duty" by John Deere. StructurALL Warranty does not apply to equipment used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.2. above. *StructurALL warranty does not apply to C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.

E. ITEMS NOT COVERED –

John Deere is **not** responsible for the following:

1. Freight
2. Diagnostic Time
3. Additional Labor Time - Above SPG/Labor Rate
4. Additional Cleaning - Above SPG/Labor Rate
5. Rental Fees
6. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, collision or other accidents.
7. Premiums charged for Overtime Labor
8. Transportation to and from the dealership.
9. Travel time, mileage or service calls by the dealer.
10. Non-John Deere components or modifications, Rotobec grapples, referral attachments.
11. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval).
12. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, articulation bumpers, and undercarriage components.
13. Items such as cutting edge parts, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
14. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
15. Used Products (except as otherwise provided in section A above).

F. UNAPPROVED SERVICE OR MODIFICATION –

John Deere is relieved of its obligations under Standard Warranty and/or StructurALL Warranty if: 1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or 2. The product is modified or altered in ways not approved by John Deere; or 3. Any unapproved or improperly sized attachment is installed on the product.

G. PARTS REPLACED UNDER STANDARD WARRANTY AND/OR STRUCTURALLWARRANTY –

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty or StructurALL Warranty whichever is later.

H. OBTAINING WARRANTY SERVICE –

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

I. NO IMPLIED WARRANTY OR OTHER REPRESENTATION –

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performances, or freedom from defect of its products, other than those set forth on this page, and **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.**

J. NO DEALER WARRANTY –

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

Construction, Forestry and CWP Products

Engine Only

Please note: excludes Cummins, Detroit Diesel and Hino Engines

Component	Engine Only	Power Train	Power Train + Hydraulics	Full
ENGINE				
Engine and All Components within	X	X	X	X
Cylinder head and gasket	X	X	X	X
ECU	X	X	X	X
Electronic engine-speed-control system	X	X	X	X
Engine block	X	X	X	X
Engine mounts and support				X
Engine oil cooler and aftercooler	X	X	X	X
Engine oil lines				X
Engine speed controls & linkages				X
Engine speed controls & linkages - Excavators		X	X	X
Filter mount				X
Flywheel housing and gasket	X	X	X	X
Front and rear engine seals	X	X	X	X
Front damper	X	X	X	X
Fuel lines				X
Fuel tank and associated parts				X
Fuel transfer pump & gasket				X
Hydraulic actuator	X	X	X	X
Injection nozzles	X	X	X	X
Injection pump and gasket	X	X	X	X
Manifolds and gaskets	X	X	X	X
Oil filler tube				X
Oil pan and gasket	X	X	X	X
Pressure/temperature sensors and sending units	X	X	X	X
Pressure/temperature sensors and sending units -EGR system manifold	X	X	X	X
Pulleys				X
Radiator and hoses				X
Ring gear and flywheel	X	X	X	X

Rocker arm cover and gasket	X	X	X	X
Thermostats	X	X	X	X
Timing gear cover	X	X	X	X
Turbocharger and gaskets	X	X	X	X
Water piping				X
Water pump and gaskets	X	X	X	X

TRANSMISSION/AXLES /HYDROSTATICS

Accumulator and related relief valves (transmission)			X	X
Axle(s) and differentials(s)		X	X	X
Clutch housing (except dry clutch disk)		X	X	X
Control rods				X
Hydraulic Differential lock valve & associated parts			X	X
Differential lock valve & associated parts				X
Driveshaft with universal joints		X	X	X
Electronic and/or hydraulic control valves		X	X	X
Excavator rotary manifold		X	X	X
External oil lines				X
Filler tubes (transmission)				X
Filter screens				X
Final drive		X	X	X
Front wheel-drive sensors (not wiring harness)		X	X	X
Hydrostatic system components including: Propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function)		X	X	X
Hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve)		X	X	X
Mechanical-front-wheel-drive differential/axle assembly with its driveshaft, universal joint and control		X	X	X
Oil cooler				X
Power take off clutch housing (Scraper Tractor Only)	X	X		
Pump and valve controller		X	X	X
Reverser with control valve		X	X	X
Sending units and sensors				X
Shift-control linkage				X
Splitter drive		X	X	X
Swing motor and brake		X	X	X
Swing gearbox and bearings		X	X	X
Torque converter		X	X	X
Tracked Feller-Buncher rotary manifold		X	X	X
Transfer drive		X	X	X
Transmission		X	X	X

HYDRAULICS

Control & load holding valves			X	X
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Cylinder packing kits		X	X
Hydraulic cylinders		X	X
Hydraulic oil cooler		X	X
Hydraulic pumps & motors & related control valves		X	X
Hydraulic reservoir		X	X
Locking pin cylinder		X	X
Pilot controls		X	X
BRAKES			
Brake accumulator (Articulated Dump Truck Only)		X	X
Brake accumulator (Non ADT)			X
Brake pump			X
Brake valve			X
Pressure reducing valve			X
Unloading valve			X
Wet park brake pinion shaft, bearing, and bearing quill (motor graders only)	X	X	X
Wet service brakes	X	X	X
Wet steering brakes and clutches	X	X	X
ELECTRO-HYDRAULICS			
Actuators (Drive Function)	X	X	X
Controllers (Drive Function)	X	X	X
Sensors (Drive Function)	X	X	X
Actuators (Hydraulic Function)		X	X
Controllers (Hydraulic Function)		X	X
Sensors (Hydraulic Function)		X	X
ELECTRICAL			
Alternator			X
Gauges			X
Indicators			X
Instruments			X
Sensors			X
Sensors- Rotary	X	X	X
Starter			X
Starter (Scraper Tractor Only)	X		
Starter drive			X
Starter solenoid			X
Switches			X
Voltage regulator			X
Wiper motors			X
Wiring harnesses			X
FACTORY INSTALLED AIR			
Accumulator			X
Clutch			X

Compressor		X
Condenser		X
Dryer		X
Evaporator		X
Expansion valve		X
Heater hose		X
Pulley		X
Seals & gaskets		X
Temperature control programmer		X

OTHER

Bucket linkages		X
Circle drive gearbox		X
Fan & fan drive		X
Motor grader circle		X
Scarifier & ripper linkages		X
Winch – Skidders factory installed only		X

STEERING

Axles		X
Crossover relief valve	X	X
Priority valve	X	X
Secondary steering system components		X
Spindles & supports		X
Steering linkage		X
Steering pump	X	X
Steering valves and cylinders	X	X
Tie rod & tie rod ends		X

STRUCTURES

**(Must be submitted as an
'S' Structural Special Allowance)**

Arm		X
Articulation joint (incl. pins & bushings)		X
Bin frame		X
Boom		X
Car body		X
C-frame		X
Circle frame		X
Dipperstick		X
Draft frame		X
Engine frame		X
Equipment frame		X
Forklift mast & frame		X
Grapple arch and grapple boom		X
Loader arm		X

Loader frame	X
Mainframe	X
Moldboard lift arm	X
Rollover protection structure (ROPS)	X
Side frame	X
Swing frame	X
Track frame	X
X-frame	X
Z-bar	X

PNEUMATIC COMPONENTS

(Articulated Dump Truck Only)

Airline hoses & lines & fittings	X
Air components of brake systems	X
Dump body	X
Four way protection valve	X
Unloading valve	X
Four way protection valve	X
Unloading valve	X