



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
709EC006

PAGE
1

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

VENDOR

*709051756 304-346-5301
WV TRACTOR COMPANY
PO BOX 473

CHARLESTON WV 25322

SHIP TO

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

DATE PRINTED 09/23/2008	TERMS OF SALE Net 30 Days	SHIP VIA Truck	FOB Buckhannon	FREIGHT TERMS Prepaid
BID OPENING DATE: 10/22/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-39 Link Belt 135 SA		
HYDRAULIC TRACK EXCAVATOR OPEN END CONTRACT						
<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

2008 NOV 12 P 1:00

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael Austin</i>	TELEPHONE 346-5301	DATE 11-11-08	
TITLE President	FEIN 50621655	ADDRESS CHANGES TO BE NOTED ABOVE	

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

GENERAL TERMS & CONDITIONS
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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

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 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

*709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 10/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDEDNUM NO. 1		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 10/24/08 AT 1:30 P.M.		
				TO: 10/29/08 AT 1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	EA		968-39		
				HYDRAULIC TRACK EXCAVATOR		

***** THIS IS THE END OF RFQ 709EC006 ***** TOTAL: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 346-5301 DATE: 11-11-08
 TITLE: President PEIN: 550621655 ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2402

PROPERTY

*709051756 304-346-5301
 WV TRACTOR COMPANY
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SHIP TO

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 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2008	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 10/29/08 AT 1:30 P.M.						
TO: 11/12/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		968-39		
HYDRAULIC TRACK EXCAVATOR						
***** THIS IS THE END OF RFQ 709EC006 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>George W. Ince</i>	TELEPHONE 346-5301	DATE 11-11-08
TITLE President	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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

VENDOR
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SHIP TO
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 EQUIPMENT DIVISION
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 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/28/2008	Net 30 Days	Truck	Buckhannon	Prepaid
BID OPENING DATE: 11/12/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
ADD: ITEMS X7.2.4 THROUGH X7.5.4 TO THE BIDDER'S EVALUATION REPORT INADVERTENTLY LEFT OUT OF THE "REQUEST FOR QUOTATION.						
BID OPENING DATE AND TIME REMAINS 11/12/08 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		968-39		
HYDRAULIC TRACK EXCAVATOR						
***** THIS IS THE END OF RFQ 709EC006 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gayle W. Gray</i>	TELEPHONE 346-5301	DATE 11-11-08
TITLE President	FBN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE

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26201 304-472-1750

DATE PRINTED 09/23/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/22/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
709EC006

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

*709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473
 CHARLESTON WV 25322

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2008				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
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Request for Quotation

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

PURCHASER

*709051756 304-346-5301
WV TRACTOR COMPANY
PO BOX 473

CHARLESTON WV 25322

SHIP TO

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

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

BID OPENING DATE: **10/22/2008** 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. 1X.....</p> <p>NO. 2X.....</p> <p>NO. 3X.....</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 style="text-align: right;">..... SIGNATURE West Virginia Tractor Company COMPANY 11-11-08 DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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Request for Quotation

RFQ NUMBER
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 304-558-2402**

VENDOR
 *709051756 304-346-5301
 WV TRACTOR COMPANY
 PO BOX 473

 CHARLESTON WV 25322

SHIP TO
 DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	<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: 11-12-08</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;">346-5305</p> <p style="text-align: center;">----- Gary Grady</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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Request for Quotation

RFQ NUMBER
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Gary Grady -----						
***** THIS IS THE END OF RFQ 709EC006 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 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.: 709EC006

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 26 YRS.

Years Company has been an authorized dealer for proposed unit: -1 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>\$92,950</u>	per unit
	11-20	<u>\$92,950</u>	per unit
	21 and over	<u>\$92,950</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

LBX Link Belt 135 Spin Ace 2009 and later as ordered
 Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

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

YES NO

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

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

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

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

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

If NO, explain time
frame _____

Will an Operator's Manual be furnished directly to 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:

Two years bumper to bumper parts and labor

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)

Standard warranty as per attached form extended to two
 years bumper to bumper parts and labor

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.

Most work under warranty can be performed at West Virginia
 Tractor Company in Charleston

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

West Virginia Tractor Company in Charleston will be the
 source for LBX Link Belt parts

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: <u> - </u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u> - </u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u> - </u> % 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	\$ <u>75.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>75.00</u> per mechanic hour <u> </u> ; port to port <u> x </u>
C.	Mileage Charge (Specify if one-way)	\$ <u>2.00</u> per vehicle mile <u> </u> ; port to port <u> x </u>
D.	Field Mechanic Rate	\$ <u>75.00</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>one year</u>
F.	Surcharge for miscellaneous items:	<u>150</u> % holidays and overtime

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: LBX **Model:** Link Belt 135 Spin Ace

X7.1 Specify operating weight 30,557 pounds.

X7.2 Engine:

X7.2.1 Specify engine 95 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

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' 6" 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 7' 10" 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 .615 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 10 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 4 inches

X7.4.8 Tail Swing including manufacturers needed weight(s): 4' 10" 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

- 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

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 _____ pounds

TO:

X7.1 Specify operating weight 30,557 pounds including fuel, thumb, and bucket attached.

X7.4.8 – NO CHANGES REQUIRED

Tail swing including manufacturers needed weight(s): 4'10" feet (4.83")

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

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: West Virginia Tractor Company Signed: 
 Date: 11-11-08 Title: President

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

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:

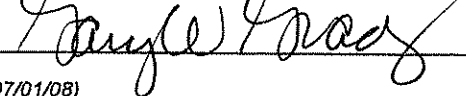
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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: West Virginia Tractor Company

Authorized Signature:  Date: 11-11-08

WEST VIRGINIA TRACTOR COMPANY

709EC006 Exceptions to Specifications

- 7.3.4 "Arm length should be no less than 8 feet..." is written in the specification. The standard arm length for this excavator is 7'10" and is highly recommended for a 30,000 lb. class limited tail swing excavator equipped with a heavy duty bucket with side cutters and teeth and a 795 lb. hydraulic thumb. Also, our standard boom is 15'6" instead of the 15' specified. An optional long 9'4" arm is available for the same cost, but not recommended because the lift capacity and machine stability are adversely affected. The long arm adds 201 lb. to the machine weight. Also, the long arm would limit the future addition of attachments, such as bucket rotators and larger buckets.

WEST VIRGINIA TRACTOR COMPANY

COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

As required by law and West Virginia Department of Administration, Purchasing Division Legislative Rule 148 CSR 1, West Virginia Tractor Company is licensed and in good standing with any and all state and local laws and requirements, including the West Virginia Secretary of State's office, the West Virginia Tax Department, the West Virginia Insurance Commission, or any other state agencies or political subdivisions, including the West Virginia Division of Motor Vehicles as a trailer dealer (DTR-1594) and as a new vehicle dealer (D-43).

West Virginia Code 5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions, stipulates that this applies to contracts or renewal of contracts to be awarded by the state or any of its political subdivisions, which includes counties and municipalities.

West Virginia Tractor Company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin.

WARRANTY

Hydraulic Excavators, Log Loaders, Delimiters/Processors, Scrap Loaders and Material Handlers

LBX Company LLC is hereinafter called the Company.

The products manufactured by the COMPANY, exclusive of used or rebuilt machinery, or equipment, are subject to the following warranty:

Warranty

All the COMPANY'S Products are of high quality and are manufactured in conformity with the best commercial practices in the various lines. The COMPANY *provides a base warranty on all products manufactured by it to be free from defects in material and manufacture at the time of shipment, for 1 year or 1800 hours of service, whichever comes first.

Full machine warranty, including engine*. This warranty does not cover damage due to application or attachment related repairs. This warranty covers repairs due to material and/or workmanship only and not the wear out of a part or component. Minor repairs and/or consumables are not covered, including, but not limited to, o-rings, filters, pins, bushings, bulbs, etc.

Travel and mileage covered during the standard warranty only up to \$300 combined per claim.

*All Excavators sold with Tier II engines qualify for a 1 year/1800 hour (whichever comes first) engine warranty.

*All excavators sold with Tier III engines qualify for the following engine warranty:

- o 2 years/3000 hours (whichever comes first)
- o 2 years/2000 hours (whichever comes first) for electrical components

The COMPANY will furnish without charge, f.o.b. the LBX Parts Distribution Center, it's factory, replacements for such parts as the COMPANY finds to have been defective at the time of shipment, or at the COMPANY'S option, will make or authorize repairs to such parts, provided that upon request, such parts are returned, transportation prepaid, to the factory from which they were shipped.

This warranty shall not apply to any product which has been subjected to misuse; misapplication; neglect (including but not limited to improper maintenance); accident; improper installation; modification (including but not limited to use of unauthorized parts or attachments); adjustment; or repair. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY.

Limitation of Liability

It is expressly understood that the COMPANY'S liability for its products, whether due to breach of warranty, negligence, strict liability, or otherwise, is limited to the furnishings of such replacement parts and the COMPANY will not be liable for an other injury loss, damage, or expense, whether direct or consequential, including but not limited to loss of use, income, profit, or production, or increased cost of operation, or spoilage of or damage to material, arising on connection with the sale, installation, use of, inability to use, or the repair or replacement of the COMPANY'S products.

The COMPANY reserves the right to make alterations or modifications in their equipment at anytime, which, in their opinion, may improve the performance and efficiency of the machine. They shall not be obliged to make such alterations or modifications to machines already in use.

Any operation beyond rated capacity expressly prohibited in the operation instructions or safely manual furnished with the machine, or any adjustment or assembly procedures not recommended or authorized in the operation or service instructions shall void such warranty.

Parts or Repairs

If parts or repairs are furnished by the COMPANY to satisfy a claim under the warranty provision, the dealer shall not be entitled to any such discount on such transactions.

Modifications

Machine modifications furnished at the request of or by the dealer or an application which exceed the recommendations established by the COMPANY will result in amendment to the standards warranty. The COMPANY does not assume the responsibility of policing machine modifications or excessive applications or for notifying the dealers of changes to the standard warranty under these conditions.

Extended XtraCare warranty is available for all products.

135LX Extended Warranty

Hours	Warranty Coverage	24 mo.	36 mo.	48 mo.	60 mo.
3000	Commercial Application				
	Power Train	\$680	\$925	\$1,100	\$1,225
	Power Train + Hydraulics	\$1,000	\$1,325	\$1,525	\$1,700
	Full Machine	\$1,650	\$2,200	\$2,525	\$2,825
3000	Governmental Application				
	Power Train	\$476	\$648	\$770	\$858
	Power Train + Hydraulics	\$700	\$928	\$1,068	\$1,190
	Full Machine	\$1,155	\$1,540	\$1,768	\$1,978
4000	Commercial Application				
	Power Train	\$950	\$1,375	\$1,700	\$1,850
	Power Train + Hydraulics	\$1,600	\$2,000	\$2,300	\$2,700
	Full Machine	\$2,400	\$3,100	\$3,800	\$4,200
4000	Governmental Application				
	Power Train	\$665	\$963	\$1,190	\$1,295
	Power Train + Hydraulics	\$1,120	\$1,400	\$1,610	\$1,890
	Full Machine	\$1,680	\$2,170	\$2,660	\$2,940
5000	Commercial Application				
	Power Train	\$1,400	\$1,500	\$2,250	\$2,550
	Power Train + Hydraulics	\$2,200	\$2,200	\$3,100	\$3,600
	Full Machine	\$3,350	\$3,500	\$5,200	\$5,775
5000	Governmental Application				
	Power Train	\$980	\$1,050	\$1,575	\$1,785
	Power Train + Hydraulics	\$1,540	\$1,540	\$2,170	\$2,520
	Full Machine	\$2,345	\$2,450	\$3,640	\$4,043
6000	Commercial Application				
	Power Train	na	\$2,550	\$3,000	\$3,350
	Power Train + Hydraulics	na	\$3,650	\$4,200	\$4,750
	Full Machine	na	\$6,000	\$6,800	\$7,600
6000	Governmental Application				
	Power Train	na	\$1,785	\$2,100	\$2,345
	Power Train + Hydraulics	na	\$2,555	\$2,940	\$3,325
	Full Machine	na	\$4,200	\$4,760	\$5,320
7000	Commercial Application				
	Power Train	na	\$3,200	\$3,850	\$4,300
	Power Train + Hydraulics	na	\$4,700	\$5,400	\$5,975
	Full Machine	na	\$7,700	\$8,700	\$9,850
7000	Governmental Application				
	Power Train	na	\$2,240	\$2,695	\$3,010
	Power Train + Hydraulics	na	\$3,290	\$3,780	\$4,183
	Full Machine	na	\$5,390	\$6,090	\$6,895
7500	Commercial Application				
	Power Train	na	\$3,800	\$4,175	\$4,800
	Power Train + Hydraulics	na	\$5,108	\$6,100	\$6,750
	Full Machine	na	\$8,700	\$9,800	\$11,150
7500	Governmental Application				
	Power Train	na	\$2,660	\$2,923	\$3,360
	Power Train + Hydraulics	na	\$3,576	\$4,270	\$4,725
	Full Machine	na	\$6,090	\$6,860	\$7,805

Price Subject to Change

WARRANTY

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This warranty shall not apply to any product which has been subjected to misuse; misapplication; neglect (including but not limited to improper maintenance); accident; improper installation; modification (including but not limited to use of unauthorized parts or attachments); adjustment; or repair. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY.

Limitation of Liability

It is expressly understood that the COMPANY'S liability for its products, whether due to breach of warranty, negligence, strict liability, or otherwise, is limited to the furnishings of such replacement parts and the COMPANY will not be liable for an other injury loss, damage, or expense, whether direct or consequential, including but not limited to loss of use, income, profit, or production, or increased cost of operation, or spoilage of or damage to material, arising on connection with the sale, installation, use of, inability to use, or the repair or replacement of the COMPANY'S products.

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