

LETTER OF EXCEPTION

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
REF: RFQ# DRS090622
ATTN: Shelly Murray/File 31

Ms. Murray,

With reference to the aforementioned RFQ I need to address exceptions to the bid as we define them.

ITEM I Page 4 (Delivery) Preferred 45 Days ARO. As of 1-23-09 this is valid but our
Delivery time is dependant on date
Of order receipt from WV Purchase
Division.

Section VI., Reference # 2, Item (d) LIGHTS Requirement 2-Rear, JD Supplies 1-Rear
3, Item (i) FLOOR MATS, not offered
4, Item © SOSSM Sampling Valves, NO OFFERED
4, Item (f) TILT-UP Radiator/Oil Cooler, JD mounted on swing-out rear
Engine access and at rear of
Engine compartment for ease of
Maintenance.
5, Item (k) Split D-rings, NOT OFFERED by John Deere but we will route
The hoses in a professional manner.
Item (p) Cab Debris Barrier. Not sure what is being requested!

UTILITY VEHICLE EXCEPTIONS:

Section VII. Reference # 9, Item (Seat Belt Kit) John Deere is not representing this
Utility Vehicle as R.O.P.S. approved
So the use of seat belts is not certified
With or without a Cab enclosure even
If the enclosure is R.O.P.S. approved.

With respect to ITEM 2 (Utility Vehicles), Section VII general:

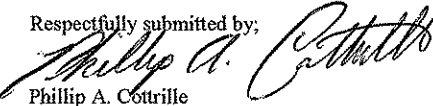
In the process of researching this product (Bobcat 2100 2WD), it has come to our attention that the printed specifications and
general information on this unit are not a specification that John Deere can compete with on an equal status:

Please review the data that I am enclosing with this section of the RFQ:

SECTION: VII, Item 1: Bobcat 2100 4X2, John Deere HPX Gator
Item 2: Minimum 13HP, John Deere 20HP
Item 3: Min. 800# bed capacity**, John Deere 1,000#
Item 4: Min total rated vehicle capacity 1,200#, John Deere 1,400#
Item 5: Max travel speed 19mph, John Deere, 25mph
Item 6: Min 48" flat bed, John Deere is 39.5"LX49"W,X9"Deep
Item 9: "to include seat belt kit", John Deere HPX Gator equipped with Curtis 1GTR44AS
Cab is ROPS/FOPS Certified and does include seat belts.

** I have attached a copy of the Bobcat advertised specifications that address the "capacity" issue. I highlighted an area that explains
Bobcat's means of calculating the total capacity of their unit.

Respectfully submitted by;


Phillip A. Cottrille
Middletown Tractor Sales
2345 Whitehall Blvd.
Fairmont, WV 26554
304-366-4690 (EXT 42)

RECEIVED

2009 JAN 28 AM 10:20

WV PURCHASING
DIVISION



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
 DRS090622

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Farimont, WV 26554

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING

INSTITUTE, WV
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008	Net 30 Days	Our Truck	Destination	Pre paid

BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS FOR ONE SKID STEER LOADER WITH ATTACHMENTS AND THREE UTILITY VEHICLES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/13/2009 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p>						
0001	1	LS		070-48-50-001		
<p>VEHICLES, UTILITY</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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Shelly L. Murray</i>	TELEPHONE 304-366-4690	DATE 19 January 2009
TITLE Sales Consultant	FEIN 55-074-7175	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



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
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PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

SHIP TO

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING
 INSTITUTE, WV
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008	Net 30 Days	Our Truck	Destination	Pre-Paid

BID OPENING DATE: 01/29/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: DRS090622</p> <p>BID OPENING DATE: 01/29/2009</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Phillip A. Pothoff</i>	TELEPHONE 304-366-4690	DATE 19 January 2009
TITLE Sales Consultant	FAX 55-074-7175	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DRS090622

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd.
 Fairmont, WV 26554

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING

INSTITUTE, WV
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/23/2008	Net 30 Days	Our Truck	Destination	Pre-Paid

BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-366-4698		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Phillip A. Cottrille						
***** THIS IS THE END OF RFQ DRS090622 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Phillip A. Cottrille* TELEPHONE 304-366-4690 DATE 19 January 2009

TITLE Sales Consultant FEIN 55-074-7175 ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATION
DRS090622**

I. PURPOSE

To provide three (3) Utility Vehicles and one (1) Skid Steer Loader to the WV Division of Rehabilitation Services, Rehabilitation Complex, Institute, WV.

II. DELIVERY

Machines must be completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be provided to the agency upon delivery.

The machines shall be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation. The Skid Steer Loader is not required to have the trencher, backhoe, or pallet fork attached to the machine at time of delivery.

Machines shall be delivered within 45 days of receipt of order. Vendor should indicate expected delivery time on their bid.

III. OPERATION AND SERVICE MANUALS

Successful vendor shall provide all available Operation and Service Manuals, Booklets, and Pamphlets for Operator Procedures and Preventive Maintenance for the machines provided.

IV. WARRANTY

All machines shall have a minimum one year full parts and labor warranty. The successful vendor must have available labor and materials to repair or replace any defective parts, components and materials found to be defective during the term of the warranty period.

V. SPECIFICATIONS OF QUOTED UNITS/BASIS OF AWARD

The machines furnished shall be of the latest improved model in current production as offered to commercial trade. All machines shall be new.

Vendor shall provide all pertinent manufacturer literature for any alternate bid. Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluators should be provided with the bid. Vendors should complete the attached list of equipment, providing the manufacturer, model number, estimated delivery, and confirmation of attached literature and return with their bid. The State reserves the right to waive minor deviations from the RFQ specifications if found to be in the best interest of the State to do so.

Award shall be made to the lowest bidder meeting specifications. The State reserves the right to make multiple awards if found to be in the best interest of the State.

**VI. SKID STEER LOADER SPECIFICATIONS (qty 1) (ITEM 1)
and ATTACHMENTS (qty 1 each)**

1. Caterpillar 216B Series 2 Skid Steer Loader, or equal
2. Must include and meet the following minimum Electrical specifications:
 - a) 12 volt Electrical System
 - b) 65 ampere Alternator
 - c) Ignition Key Start/Stop Switch
 - d) Lights: Gauge Backlighting, Two Rear Tail Lights, Two Adjustable Front and Rear Halogen Lights, Dome Light
3. Must include and meet the following minimum Operator Environment specifications:
 - a) Gauges: Fuel Level, Hour Meter
 - b) Operator Warning System Indicators: Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Parking Brake Engaged
 - c) Vinyl Seat
 - d) Control Interlock System, when operator leaves seat or armrest raised Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages
 - e) ROPS Cab, Open, Tilt Up
 - f) FOPS, Level 1
 - g) Top and Rear Windows
 - h) Deluxe Headliner
 - i) Floor Mat
 - j) Interior Rear View Mirror
 - k) 12 volt Electric Socket

- l) Horn
- m) Pull Down Ergonomic Contoured Armrest

4. Must include and meet the following minimum Power Train specifications:

- a) Cat C2.2 Interim Tier 4 Compliant Diesel Engine
- b) Air Cleaner, Dual Element, Radial Seal
- c) SOSSM Sampling Valves, Engine Oil and Hydraulic Oil
- d) Filters: Spin on, Hydraulic
- e) Filter: Bayonet-type, Fuel and Water Separator
- f) Tilt Up Radiator/Hydraulic Oil Cooler
- g) Standard Muffler
- h) Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- i) Hydrostatic Transmission
- j) Four Wheel Chain Drive

5. Must include and meet the following minimum Other specifications:

- a) Engine Enclosure, Lockable
- b) Extended Life Antifreeze, -36 degree C (-33 degree F)
- c) Machine Tie Down Points (4)
- d) Support, Lift Arm
- e) Hydraulic Oil Level Sight Gauge
- f) Radiator Coolant Level Sight Gauge
- g) Radiator, Expansion Bottle
- h) Cat ToughGuard Hose, or equal
- i) Auxiliary, Hydraulics, Continuous Flow
- j) Heavy Duty, Flat Faced Quick Disconnects
- k) Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- l) Electrical Outlet, Beacon, or equal
- m) Belly Pan Cleanout
- n) Quick Coupler, Mechanical
- o) Seat Belt, 2"
- p) Enclosed ROPS (C2): C1 plus Heater, Cab Door, Side Windows, Cab Debris Barrier
- q) Control Package 2: Proportional Auxiliary Hydraulics Basic

6. Must include and meet the following minimum Optional Equipment specifications:

- a) Engine Block Heater, 120V
- b) Backup Alarm

7. Trencher- Must include and meet the following minimum specifications:

- a) Model T9B, Part # 241-4253 Standard, or equal
- b) Minimum 8" Trench Width

- c) Direct Drive standard flow auxiliary hydraulics
- d) Hard-faced medium carbon alloy steel cupped teeth
- e) Formed skid shoe

8. Backhoe – Must include and meet the following minimum specifications:

- a) Model BH150, Part # 253-1482, or equal
- b) In-cab operation allows operator to dig, excavate, side-shift, and reposition the machine and backhoe without leaving the seat

9. Pallet Fork Carriage – Must include and meet the following minimum specifications:

- a) Model 149-1411, or equal
- b) Maximum 42" fork tine length
- c) Minimum 4" fork tine width
- d) Notched, rail-type carriage allows fork tines to be changed and locked into place
- e) Heavy Duty Load Backrest must not obscure ability to see fork tips

VII. UTILITY VEHICLE SPECIFICATIONS (qty 3) (ITEM 2)

Must include and meet the following specifications:

1. Bobcat 2100 4x2, or equal
2. Minimum 13hp Gas, Air Cooled Engine
3. Minimum 800 lb bed load capacity
4. Minimum 1,200 lb total vehicle rated capacity
5. Maximum 19 mph travel speed
6. Minimum 48" Flat Bed
7. Standard Emissions
8. Standard Road Light Package – to include tail lights, brake lights and horn
9. Full Cab Enclosure – to include Seat Belt Kit, Cab Mounting Kit, Fan/Defogger, Safety Glass Windshield with Wiper, locking doors, canopy, and sliding side windows

10. Road Tires with Black Rims
11. 2" Rear Receiver Hitch
12. Parking Brake

**COST SHEET
DRS090622**

Item	Qty	Description	Unit Price	Extended Price
1	1	Skid Steer Loader	\$ <u>19,789.93</u>	\$ <u>19,789.93</u>
	1	Trencher	\$ <u>4,109.90</u>	\$ <u>4,109.90</u>
	1	Back Hoe	\$ <u>8,067.18</u>	\$ <u>8,067.18</u>
	1	Pallett Fork Carriage	\$ <u>780.03</u>	\$ <u>780.03</u>
2	3	Utility Vehicle	\$ <u>11,922.05</u>	\$ <u>35,766.15</u>

The above items' Unit Prices shall be inclusive of first year warranty per Section IV of the specifications.

GRAND TOTAL

\$ 68,512.29

Unit Pricing shall be all-inclusive. No separate reimbursement will be made to the vendor for shipping or any other expense. Shipping shall be FOB Destination.

Bidders should complete and return with their bid:**Skid Steer Loader:**

Manufacturer: John Deere
 Model: 313
 Literature Attached: Yes No
 Estimated Delivery: 45 Days ARO

Trencher:

Manufacturer: John Deere
 Model: TR48B
 Literature Attached: Yes No
 Estimated Delivery: 45 Days ARO

Back Hoe:

Manufacturer: John Deere
 Model: BH7
 Literature Attached: Yes No
 Estimated Delivery: 45 Days ARO

Pallet Fork Carriage:

Manufacturer: John Deere
 Model: 42" Rail
 Literature Attached: Yes No
 Estimated Delivery: 45 Says ARO

Utility Vehicle:

Manufacturer: John Deere
 Model: HPX Gator
 Literature Attached: Yes No
 Estimated Delivery: 45 Days ARO

State of West Virginia
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: Middletown Tractor Sales

Signed: 

Date: 19 January 2009

Title: Sales Consultant

*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:

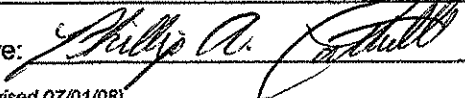
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission,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

Authorized Signature:  Date: 19 January 2009



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:
DRS090622

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**SHELLY MURRAY
 304-558-8801**

VENDOR

*709043751 304-366-4690
**MIDDLETOWN TRACTOR SALES
 2345 WHITEHALL BLVD
 FAIRMONT WV 26554**

SHIP TO

**DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING
 INSTITUTE, WV
 25112 766-4621**

DATE PRINTED 01/15/2009	TERMS OF SALE Net 30 Days	SHIP VIA Our Truck	F.O.B. Destination	FREIGHT TERMS Pre-Paid
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BID OPENING DATE: **01/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RAISE PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 1/13/2009.						
ATTACHMENT: QUESTIONS AND RESPONSES						
0001	1	LS		070-48-50-001		
VEHICLES, UTILITY						
EXHIBIT 10						
REQUISITION NO.: DRS090622						
ADDENDUM ACKNOWLEDGEMENT						
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 X						
NO. 2						
NO. 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shelly A. Murray</i>	TELEPHONE 304-366-4690	DATE 19 January 2009
TITLE Sales Consultant	FEIN 55-074-7175	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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SHELLY MURRAY 304-558-8801

VENDOR

*709043751 304-366-4690
 MIDDLETOWN TRACTOR SALES
 2345 WHITEHALL BLVD

 FAIRMONT WV 26554

SUPPLIER

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING

 INSTITUTE, WV
 25112 766-4621

DATE PRINTED 01/15/2009	TERMS OF SALE Net 30 Days	SHIP VIA Our Truck	FOB Destination	FREIGHT TERMS Pre-Paid
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BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE Middletown Tractor Sales COMPANY 19 January 2009 DATE</p> <p>REV. 11/96</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Shelly A. Murray</i>	TELEPHONE 304-366-4690	DATE 19 January	
TITLE Sales Consultant	FAX 55-074-7175	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**RFQ # DRS090622
ADDENDUM # 1**

Question:

Do you require a bucket for the Skid Steer, and if so what size?

Response:

Yes, a bucket is required. The bucket size must be 60" wide, Caterpillar Model # 152-0231, or equal. Bucket must have full length skid bars and hardened steel base and side cutting edges.

Question:

Is there a particular tire size for the Skid Steer?

Response:

No, Vendor shall provide appropriate tires so that the skid steer loader does not exceed 84" in height including the tires.

Question:

A Caterpillar 216B2 has been specified of which we are a dealer that is a registered vendor with the state of WV. However, they have also specified a utility vehicle in the same RFQ that we cannot provide a bid for since all equivalent brands are handled by their respective dealers.

As a result, we feel the current RFQ structure is putting our firm at an unfair competitive disadvantage. Would it be possible to separate the RFQ into two RFQ's, one for the skid steer loader and one for the utility vehicle?

Response:

No, per the second paragraph of page 5 of the original RFQ, the State reserves the right to make multiple awards. Vendors may provide bids on those items they are able to provide, and "no bid" those items they cannot provide.

Daken**KING HITTER****tonutti****ERASCHNO****RONDINI****Bobcat****MIRAFIORI**[Home](#)[Links](#)[What's New](#)[Our Products](#)[Daken Dealers](#)[Contacts](#)**Daken**

2100 Series II Specifications

Standard Equipment

Externals & Vehicle Features

Aluminium frame
Electric Bed Lift
Brush Guard
2-Inch Rear Receiver Hitch
Reduced Speed in Reverse

Operator Area Features

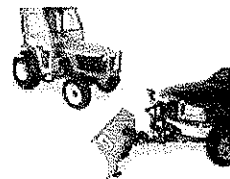
Park Break
Dash mounted fuel/hour meter
12V Dash-Mounted Power Outlet
(Option)
Seat Belts
Four Point roll over protection system

Quick Specs

Horsepower.....	13 hp (9.7kW)
Fuel/Cooling.....	Gas / Air
Fuel Tank Capacity.....	26.5L
Travel Speed (Forward).....	30.6 km/hr / 19 mph
Overall Vehicle length (L x W x H).....	3175mm x 1372mm x 1996 mm / 142in. x 60in. x 78.6in.
Ground Clearance (under differentials).....	168mm / 6.6in.
Ground Clearance (under foot platform).....	290mm / 11.4in.
Cargo Box Dimensions (L x W x H).....	1219mm x 1270mm x 279mm / 48in. x 50in. x 11in.
Cargo Box Load Height.....	787mm / 31in.
Cargo Box Capacity (on level surface).....	363 kg / 800 lb.
Total Vehicle Rated Capacity.....	544 kg / 1,200 lb. (Combined weight of passengers, cargo box load & gross trailer)
Turning Radius.....	3597mm / 11.8 ft.
Operating Weight.....	499 kg / 1,100lb.
Wheel Base.....	2032mm / 80in.

[Back](#)

Send mail to webmaster@daken.com.au with questions or comments about this web site

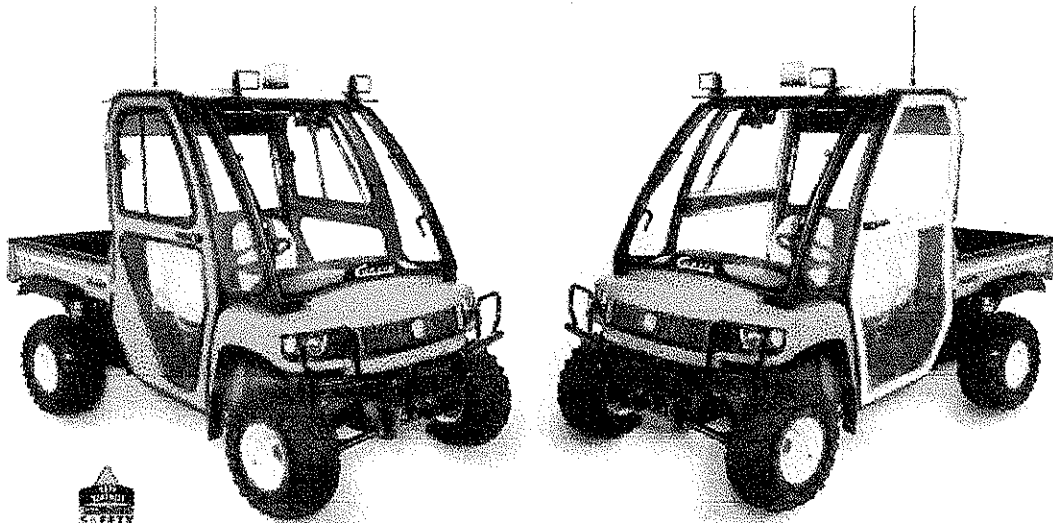


Welcome to Curtis Industries, LLC

CURTIS makes the Gator Utility Vehicle work for you.

OEM Quality at Factory Direct Value

- Home
- Cabs
- Yamaha Rhino RCS
- Golf Car Cab Systems
- Gator HPX / XUV
- Gator Std. Vehicles
- Gator Roof/Windshield
- Gator Snow & Ice
- Sub-Compact Cabs
- Compact Tractor Cabs
- Utility Tractor Cabs
- Front Mower Cabs
- Canopies
- Sunshades
- ROPS Sunshades
- Heaters
- Equipment Covers
- Cab Accessories
- Snow & Ice Control
- Snowplow Video
- Tech Support
- Find Your Dealer
- Product Search
- Curtis Wearables
- Curtis Heritage
- Curtis Factory
- Terms & Conditions
- OEM Supplier
- Contact Curtis
- Press Releases



Hard-Sided Deluxe Cab P/N: 1GTR44AS Hard cab features steel doors with sliding windows, gas pistons and a hard rear window.

Soft-Sided Deluxe Cab P/N: 1GTR44SS Soft cab features high quality metal framed reinforced vinyl doors with a 360° rubber seal, rotary latch system and a soft rear window.

Fits: Gator XUV, HPX, HPX 4x4, HPX Diesel, HPX Trail Gator 4x4

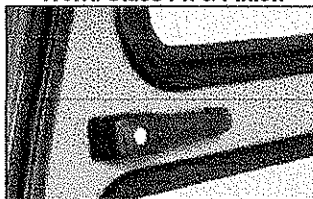
Curtis HPX-Cab Features

- Multi-Axis Style Curves
- Custom Interior Upholstery
- 12 Volt Electric Wiper System
- Hard and Soft Cabs are Equal in Features Except Door Type and Rear Panel
- ROPS/FOPS Certified
- Unique Inside Latching System
- Molded Front Windshield with Pop-Out Vent Feature
- Rock Hard Powder Coat Finish

Easy Front Hood Access



World Class Fit & Finish

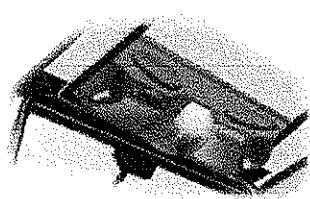
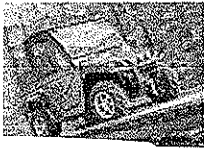


ROPS & FOPS Certified

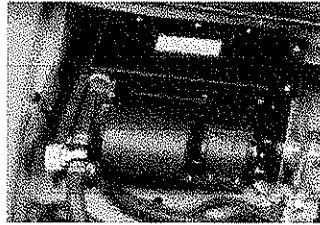


Popular Cab Accessories

Powerfull HPX/XUV Heating System



Overhead Console - CD Sound System & More!
P/N: 9PCD1
Fits all curtis cabs



Customized 20,000 BTU Unit

- Installs under hood and maintains partial storage area
- Two directional louvers under dash and one vent on top of dash provide excellent heat distribution.
- Inside dash has a clean OEM finish

Gator HPX Heating System P/N: 9PH20S30
Fits: Gator XUV, HPX, HPX 4x4, HPX Diesel, HPX Trail Gator 4x4

Fit List & Order Information:		Dealer Login	
Curtis P/N	Model & Description	Weight	Price
Gator Utility Vehicles			
1GTR44AS	Hard Sided Deluxe Cab to fit the Gator HPX, XUV 620i & 850D 4x4 Utility Vehicle	350	Contact Your Dealer
1GTR44SS	Soft Sided Deluxe Cab to fit the Gator HPX, XUV 620i & 850D 4x4 Utility Vehicle	300	Contact Your Dealer

▲Warning Exposure to Carbon Monoxide can cause illness, serious injury or death. Never operate vehicle if suspicious of Carbon Monoxide. Inspect exhaust system for leaks monthly. Leaks can result from loose connections, corrosion, cracks or other damage to the exhaust manifold. If leaks are found, repair or replace exhaust system. Do not use vehicle until repair or replacement is complete.

*Celebrating
40 Years in
Business!*

Curtis Industries, LLC sells its products exclusively through an established network of Truck Equipment Distributors, Tractor, Golf car, Power Sports Dealers and OEM's. These valued relationships allow us to provide the highest quality products and support at the best possible price.