



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
 7011EC08

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 33
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE
 FAIRPLAIN TRACTOR SALES, INC.
 P.O. BOX 787
 1169 RIPLEY ROAD
 RIPLEY, WV 25271

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
12/10/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE SKID STEER LOADER WITH ATTACHMENTS, PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 01/06/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 01/13/2011 AT 11 AM, 2019 WASHINGTON ST. E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY						

RECEIVED

2011 FEB 22 P 1:02

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Carol G Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011	
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .7011EC08....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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>						

SIGNATURE <i>Carroll J Fisher</i>				TELEPHONE 304-372-9875	DATE 2/16/2011
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ADDENDUM NO.'S:						
NO. 1	X					
NO. 2	X					
NO. 3	X					
NO. 4	X					
NO. 5	X					
NO. 6	X					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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.						
<i>Carroll G. Fisher</i> SIGNATURE FAIRPLAIN TRACTOR SALES, INC. COMPANY 2/16/2011 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll G. Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
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<p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

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SIGNATURE <i>Carol A. Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
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<p>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 THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <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: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011EC08</p>						

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SIGNATURE <i>Carol M Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
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BID OPENING DATE: 01/27/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-372-2713 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- CARROL (GENE) FISHER -----						
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Carroll M Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011	
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 351-2-G

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

1.0 PURPOSE

It is the purpose of these specifications to describe a Skid Steer Loader with Attachments (hereinafter referred to as 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, WILL 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 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 will 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 may 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 calendar days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

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

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

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

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

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

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** 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, 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, 2010 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 or service 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.

SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The unit furnished under this specification shall be of the latest improved model in current production as offered to commercial trade and to be of good quality as to workmanship and material used. This bid represents that all the equipment offered in this advertisement shall be new.

The unit will be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be included. All parts to conform in strength, quality and workmanship to the accepted standards of the industry. Any variation from these specifications must be indicated on the bid or on a separate attachment to the bid. This sheet must be labeled as such.

8.1 Operating weight of skid steer unit shall be a minimum of 6875 lbs.

8.2 Wheelbase: 41.8 inches minimum

8.3 Diesel Engine:

8.3.1 Horsepower (Net) 68 HP minimum

8.3.2 Engine pre-heat system shall be provided

- 8.3.3 Manufacturer's recommended fuel filter with water separator to be provided
- 8.3.4 **Unit shall be equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature**
- 8.3.5 Dry type air filtration with primary and secondary elements
- 8.4 Hydraulic System:
 - 8.4.1 **Auxiliary hydraulics 19.3 GPM minimum**
 - 8.4.2 **Unit shall have high flow hydraulic system (30 GPM minimum).**
 - 8.4.3 Filtration approximately 3 micron
 - 8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. **Must include gallons label and sight gauge.**
 - 8.4.5 Hydraulic hoses to be cordorva wrapped for operator protection
 - 8.4.6 **Auxiliary front hydraulics with couplers shall be provided with easy access with controls at operation station.**
- 8.5 Electrical System:
 - 8.5.1 Manufacturer's heavy duty 12 volt system
 - 8.5.2 **Alternator 70 Amps minimum**
 - 8.5.3 Battery to be manufacturers heavy duty maintenance free 12 volt approximately 850 CCA
 - 8.5.4 Work lights, dual front halogen; **one rear halogen minimum**
- 8.6 **Instrumentation: Shall be provided with audible and/or lighted warnings**
 - 8.6.1 Fuel level
 - 8.6.2 Battery voltage
 - 8.6.3 Engine coolant temperature
 - 8.6.4 Transmission charge pressure
 - 8.6.5 Hydraulic oil temperature

- 8.6.6 Engine oil pressure
- 8.6.7 Engine air cleaner restriction
- 8.6.8 Park brake reminder
- 8.6.9 Seat belt reminder
- 8.7 Tires:
 - 8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating
- 8.8 Safety:
 - 8.8.1 Backup alarm (OSHA approved)
 - 8.8.2 **Certified ROPS and FOPS shall be provided**
 - 8.8.3 Parking brake manufacturers standard
 - 8.8.4 **All manufacturers safety related decals and safe operation recommendations shall be affixed to each unit upon delivery**
 - 8.8.5 **Rear view mirror shall be provided**
 - 8.8.6 **Unit shall be equipped with rear window emergency escape**
 - 8.8.7 **Low profile strobe light must be mounted for 360° visibility (Aero-Flash M-420 or equal)**
 - 8.8.8 **Front and rear emergency flashers shall be provided**
 - 8.8.9 Fire extinguisher bracket
- 8.9 Accessories:
 - 8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments
 - 8.9.2 **Rear counterweights must be provided to adequately balance unit with heaviest attachment mounted.**
 - 8.9.3 **Vinyl suspension seat with automotive type seat belt shall be provided**
 - 8.9.4 Cab-all-weather enclosure with sliding side glasses

- 8.9.5 **Front door with wiper, washer shall be provided**
- 8.9.6 **Unit must have manufacturers heater/defroster/with air conditioner**
- 8.9.7 **Unit shall be hydrostatic all wheel drive**
- 8.9.8 Integral belly plate
- 8.10 Paint:
 - 8.10.1 Manufacturers recommended paint preparation and color to be provided
- 9.0 Attachments with attachment control kit:
 - 9.1 **All attachments must be mounted on a quick-change mechanism. (Ref. 8.9.1)**
 - 9.2 **Backhoe operation must be possible with the lift arms in the down position.**
 - 9.3 A single control unit should be provided which will control all available attachments.
 - 9.4 **The following attachments shall be available and must be priced to award contract:**

9.4.1

**AUGER – WOODS
EQUIPMENT
CORPORATION OR
EQUAL**

Drive Type

Flow Range

Pressure Range

Maximum Bit Size

Approximate Weight

Performance Guide

HA 25

Planetary

10 – 30 gpm

3500 psi

36"

620 lb.

Heavy Duty

HA30

Planetary

10 – 40 gpm

3500 psi

36"

650 lb.

Heavy Duty

**BIT SPECIFICATIONS
FOR BOTH MODELS**

**Bit Specification – Hex –
Single Flight Extension**

6" x 50" Head

12" x 50" Head

24" x 50" Head

Single Flight Extension

12" extension

24" extension

48" extension

9.4.2

BACKHOE WITH 12 INCH BUCKET- ATTACHMENT TECHNOLOGIES INC. OR EQUAL	509	511	609	611
Transport Height	7 ft. 9 in.	8 ft. 10 in	7 ft. 9 in	8 ft. 10 in
Transport Width	5 ft. 0 in	5 ft. 0 in	4 ft. 9 in.	4 ft. 9 in
Ground Clearance	11 ft	11 ft	11 ft	11 ft
Overall Length	7 ft. 7 in	7 ft 9 in	7 ft 7 in	7 ft 9 in
Boom Pivot Height	16 in.	16 in.	16 in.	16 in.
Operating Weight w/12 in. Bucket	1425 lb.	1594 lb.	1702 lb.	1847 lb.
Digging Depth Maximum	9 ft. 8 in.	11 ft. 1 in.	9 ft. 8 in	11 ft. 1 in.
Digging Depth (2 ft.) Flat Bottom	9 ft. 7 in.	11 ft. 0 in.	9 ft. 7 in.	11 ft. 0 in.
Digging Depth (8 ft.) Flat Bottom	8 ft. 3 in.	9 ft. 11 in	8 ft. 3 in.	9 ft. 11 in
Overall Operating Height – Fully Raised	12 ft 10 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Loading Height	6 ft. 10 in	8 ft 0 in	6 ft. 10 in	8 ft. 0 in
Loading Reach	4 ft. 2 in.	5 ft 0 in	4 ft. 2 in	5 ft. 0 in
Reach from Swing Post	12 ft. 9 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Bucket Rotation	180 degrees	180 degrees	180 degrees	180 degrees
Swing Arc	180 degrees	180 degrees	180 degrees	180 degrees
Straight Wall Digging Depth	7 ft. 3 in	8 ft. 2 in	7 ft. 3 in	8 ft. 2 in
Stabilizer Spread Operating Position	7 ft. 11 in.	7 ft 11 in	9 ft. 11 in	9 ft. 11 in
Stabilizer Down Below Grade	16 in	16 in	17 in	17 in
System Relief Valve Setting	2500 psi	2500 psi	2500 psi	2500 psi
Digging Force – Bucket Cylinder	5676 lb.	5676 lb.	5908 lb.	6167 lb.
Digging Force – Dipper Cylinder	2754 lb.	3056 lb.	3232 lb	4160 lb.

9.4.3

BACKHOE – MINI – FFC ATTACHMENTS OR EQUAL	MB 12	MB 18	MB 24
Digging Depth	5 ft. 6 in	5 ft. 6 in	5 ft. 6 in
Bucket Width	12 in	18 in	24 in
Weight	635 lb.	665 lb	695 lb.

9.4.4

BLADE – DOZER – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	DB 96
Width from Centerline to Inside Edge @ 15 degree Angle	49.31 in
Width from Centerline to Inside Edge @ 30 degree Angle	47.38 in
Dozer Blade Width @15 degree Angle	92.73 in.
Dozer Blade Width @ 30 degree Angle	83.56 in
Width from Centerline to Outside Edge @ 15 degree Angle	43.41 in.
Width from Centerline to Outside Edge @ 30 degree Angle	36.16 in.
Overall Width	96.00 in
Angle Left and Right	30 degrees
Overall Length	36.68 in
Overall Height	29.89 in.
Approximate Weight	1460 lb.

9.4.5

BOOM – MATERIAL HANDLING – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	MH 66
Rated Load Capacity	1500 lb.
Height	66 in.

9.4.6

**BREAKER – HYDRAULIC – KOMATSU
OR EQUAL****JPB 210**

CIMA Tool Energy Rating	212 ft. lb.
Flow Range	22 gpm
Striking Rate	1375 bpm
Operating Pressure	2059 psi
Working Weight	527 lb.
Striking Rate (blows per minute)	1040 min
Adjusted Breaker Pressure	2000 psi
Max. Operating Pressure	2100 psi
Tool Diameter	2.5 in.

9.4.7

**BROOM – ANGLE – POLY/WIRE
BRISTLES – ATTACHMENT
TECHNOLOGIES INC. OR EQUAL****AB 84**

Overall Width	94 in.
Sweeping Width	88 in
Overall Height	35.5 in.
Length Coupler to Brush Front	59.60 in.
Transport Height On Stand	40.0 in.
Maximum Angle (Left and Right)	30 degrees
Sweeping Width @ 30 degree Angle	76 in.
Weight	1031 lb.
Brush Diameter	32 in.
Wafers (Quantity)	45
Optional Water Kit with 25 Gallon Tank	
Manual/Hydraulic Angle	

9.4.8

**BROOM – GENERAL PURPOSE PICK-
UP –
WOODS EQUIPMENT CORP. OR
EQUAL****PB68**

Brush Width	60 in.
Overall Width	68.5 in
Height	25.25 in
Length	67.7 in
Approximate Weight	714 lb.
Hopper Capacity	13.5 cu. Ft
Optional Gutter Broom	Cleaning next to curbs

9.4.9

BRUSH CUTTER – FFC ATTACHMENTS	LAF 3772
OR EQUAL	
Overall Width	75.5 in
Cutting Width	72 in
Height	27 in
GPM Range	15-30 gpm
Max PSI Range	3500 psi
Blade Speed Min/Max	12474/19127 ft/min
Weight Approximate	1653 lb.

9.4.10

BUCKET – BRUSH GRAPPLE –	BG 84
ATTACHMENT TECHNOLOGIES INC.	
OR EQUAL	
Overall Width	84 in
Overall Depth	35.9 in
Grapple Width	20.5 in
Tine Spacing	6 in.
Grapple Height – Closed	26.4 in.
Grapple Hook – Opening	42 in.
Overall Weight (lbs)	826 lb.
Clamping Force (lbs)	1250 lb.
Number of Grapple Teeth	4
Number of Cylinders	2
Tines & End Plates	1/2 in. T1 steel (100,000 lb. yield)
Bore	2.00 in
Stroke	8.25 in
Rod Diameter	1.25 in.

9.4.11

BUCKET – FORKED SCRAP GRAPPLE – FFC ATTACHMENTS OR EQUAL	FSG 63	FSG 72
Opening Height	41 in.	41 in.
Height Closed	20 in.	20 in.
Usable Tooth Width	24.13 in. 63.44 in.	24.13 in. 73.06 in.
Number of Teeth	8	10
Approximate Weight	990 lb.	1100 lb.
Cylinder Bore	2 in.	2 in.
Cylinder Stroke	8 in.	8 in.

9.4.12

BUCKET – GENERAL PURPOSE – WOODS EQUIPMENT CORP. OR EQUAL	GP 68S	GP 73S	GP 68L	GP 73L
Type of Bottom	Short	Short	Long	Long
Width	68 in	73 in	68 in	73 in
Height	19 in	19 in	19 in	19 in
Length	29 in	29 in	35 in	35 in
Approximate Weight	440 lb.	469 lb.	475 lb.	508 lb.
Heaped Capacity	13.4 cu ft	14.4 cu ft	16.5 cu ft	17.8 cu ft
Optional Teeth	Weld on	Weld on	Weld on	Weld on
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in
Inside Bucket Width				

9.4.13

BUCKETS – GENERAL PURPOSE UTILITY & LIGHT MATERIAL – WOODS EQUIPMENT CORPORATION OR EQUAL	UT 72	LM 72	LM 78	LM 84
Type	GPU	LM	LM	LM
Width	72 in	72 in	78 in	84 in
Height	25 in	26 in	26 in	26 in
Length	35 in	38 in	38 in	38 in
Approximate Weight	553 lb.	585 lb.	617 lb.	660 lb.
Heaped Capacity	22.8 cu. ft	25.8 cu ft	28.1 cu ft	30.3 cu ft
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar Inside Bucket Width	70 3/8 in – 70 3/4 in	NA	NA	NA

9.4.14

BUCKET – HEAVY DUTY SCRAP GRAPPLE – WOODS EQUIPMENT CORP. OR EQUAL	SG 72	SG 78
Width	72 in	78 in
Height	28 in	28 in
Length	27 1/4 in	27 1/4 in
Capacity	14 cu ft	15.2 cu ft
Approximate Weight	856 lb.	886 lb.
Cylinder Bore Diameter	2 in.	2 in.
Cylinder Stroke	8 1/4 in	8 1/4 in
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible

9.4.15

BUCKET – MULTI-PURPOSE – WOODS EQUIPMENT CORP. OR EQUAL	MP 73	MP 78
Width	73 in	78 in
Height	31 in	31 in
Length	33 in	33 in
Heaped Capacity	14.2 cu ft	15.5 cu ft
Approximate Weight	644 lb.	688 lb.
Cylinder Rod Diameter	1 1/2 in	1 1/2 in
Cylinder Bore	2 1/2 in	2 1/2 in
Cylinder Stroke	8 in	8 in
Optional Bolt on Reversible Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	71 3/8 in –	76 3/8 in –
Inside Bucket Width	71 3/4 in	76 3/4 in

9.4.16

BUCKET – ROCK – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	RB 75
Overall Width	74.35 in
Overall Depth	42.45 in
Depth with Skid Steer Mounting	49.80 in
Overall Height	21.77 in
Tine Spacing (Center to Center)	4.25 in
Tine Spacing (Between Tines)	3.125 in
Overall Weight (lbs.)	619 lb.
Number of Tines	18
Tine Rod Diameter	1.125 in

9.4.17

COLD PLANER – WOODS EQUIPMENT CORP. OR EQUAL	CP 12	CP 16	CP 18	CP 24	CP 30
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Depth of Cut	0-6 in	0-6 in	0-6 in	0-6 in	0-6 in
Width of Cut	12 in	16 in	18 in	24 in	30 in
Number of Teeth	28	50	56	70	77
Sideshift	22 in	22 in	22 in	22 in	22 in
Tilt	19 degrees	19 degrees	19 degrees	15 degrees	11 degrees
Weight	1200 lb.	1750 lb	2000 lb.	2300 lb.	2450 lb
Hydraulic Depth Control	Std	Std	Std	Std	Std
Hydraulic Tilt Control	Std	Std	Std	Std	Std

9.4.18

**COLD PLANER- HIGH FLOW
CAT PC-210 OR EQUAL**

Width of Cut 40 in.

9.4.19

**COLD PLANER – HIGHFLOW
BRADCO HP1000 OR EQUAL**

Width of Cut 40 in.

9.4.20

**COLD PLANER – HIGHFLOW
FFC AF5436 OR EQUAL**

Width of Cut 36 in.

9.4.21

CONCRETE CLAW – FFC ATTACHMENTS OR EQUAL	10024
Working Width	24 in
Working Depth	48 in
Height OD	21 in
Rear Opening Height	7.5 in
Weight Approximate	575 lb.

9.4.22

FORKS – PALLET – ATTACHMENT TECHNOLGIES INC OR EQUAL	PF 48
Weight (Including mounting)	370 lb.
Fork Length	48 in
Fork Capacity	4000 lb.
Fork Spread Range	4 3/8 – 40 3/8 in
High Visibility Back Guard	Yes
Tooth Double Lock Downs	Yes

9.4.23

GRAPPLE – LOG FORK – FFC ATTACHMENTS OR EQUAL	LG 28
Tine Length	28.4 in
Opening Height	43.1 in
Capacity	6400 lb.
Weight	610 lb.

9.4.24

HITCH – THREE POINT – WOODS EQUIPMENT CORP. OR EQUAL	TH3000
Overall Width	46 in
Height	26 in
Length	11 in
Approximate Weight	180 lb.

9.4.25

**POSTMASTER WITH
TILT ATTACHMENT
BRADCO 4800 OR EQUAL**

9.4.26

**POWER RAKE – FFC ATTACHMENTS
OR EQUAL**

PRA 90**Working Width**

90 in

Overall Width

101 in

Fully Angled Width

86 in

Height

30.3 in

Angle Option

Manual

Hydraulic

Weight

1075 lb.

9.4.27

**PREPARATOR – FFC ATTACHMENTS
OR EQUAL**

P 76**Bucket Capacity**

12.5 cu ft

Overall width

85.25 in

Bucket Swath Width

76 in

Overall Bucket Height

25.53 in

Overall Bucket Length

53 in

RPM-r/min@16 gpm Nominal Flow

0-100

Overall Drum Diameter

21.5 in

Tooth Thickness

.19 in

Tooth Length

2.19 in

Number of Teeth

340

Rake Drive

#80H Roller Chain

Brush Drive

#50H Roller Chain

Overall Weight

1465 lb.

9.4.28

ROCK WHEEL WITH 50 GALLON WATER KIT – WOODS EQUIPMENT CORP. OR EQUAL	RW 12	RW 18	RW 24
Depth of Cut	0-12 in	0-18 in	0-24 in
Width of Cut	2.5/4.5 in	2.5/4.5 in	2.5/4.5 in
Number of Teeth	28/33	42/44	56/66
Side Shift	22 in	22 in	22 in
Weight	1600 lb.	1800 lb.	2100 l.b
Wheel Speed	60 rpm	60 rpm	60 rpm
Cutting Speed	Up to 15 fpm	Up to 15 fpm	Up to 15 fpm

9.4.29

ROLLER – VIBRATORY – WOODS EQUIPMENT CORP. OR EQUAL	VR 66A	VR 73A
Drum Width	66 in	73 in
Overall Width	73 in	80.5 in
Drum Oscillation	+/-50 degrees	+/-15 degrees
Overall Height	27 in	27 in
Overall length	33 in	33 in
Drum Diameter	24 in	24 in
Total Output	8740 lb.	10,240 lb.
Frequency VPM	2000 @ 15 gpm	2000 @ 15 gpm
Weight lbs. Smooth	1633 lb.	1762 lb
Weight lbs. Padded	1850 lb.	2100 lb.

9.4.30

SCARIFIER – WOODS EQUIPMENT CORP. OR EQUAL	SF 3000
Working Width	40 in
Overall Width	63 in
Height	27 in
Length	20 in
Approximate Weight	350 lb.
Number of Shanks	5

9.4.31		
SNOW BLADE – FFC ATTACHMENTS OR EQUAL		SB 96
Length		96 in
Height with Edge		23.25 in
Angled Width		82.9 in
Weight		525 lb.

9.4.32			
SNOW BLOWER – FFC ATTACHMENTS OR EQUAL	84		84H
Cutting Width	84 in		84 in
Shroud Opening	25 in		36 in
Overall Depth	38 in		43 in
Overall Height	56.75 in		74 in
Weight	720 lb.		1230 lb.

9.4.33				
STUMP GRINDER – WOODS EQUIPMENT CORP. OR EQUAL	SG 20	SG 40	SG 60	
Overall Length	64.1 in	64.1 in	64.1 in	
Telescopic Extension	7 in	7 in	7 in	
Horsepower Delivered	To 20 HP	To 40 HP	To 60 HP	
Cutting Height Above Ground	21 in	21 in	21 in	
Cutting Depth Below Ground	16 in	16 in	16 in	
Cutting Wheel Width	3.25 in	3.25 in	3.25 in	
Cutting Width	60 in	60 in	60 in	
Swing Range	140 degrees	140 degrees	140 degrees	
Type of Teeth	0.5 in slanted, carbide tip	0.5 in slanted, carbide tip	0.5 in slanted, carbide tip	
Number of Teeth	32	32	32	
Wheel Diameter	18 in	18 in	18 in	
Wheel Speed (Approx	700 rpm	900 rpm	900 rpm	
Weight	765 lb.	775 lb.	840 lb.	

9.4.34

TILLER – WOODS EQUIPMENT CORP. OR EQUAL	TL 73	TL 84
Overall Width	86 in	97 in
Cutting Width	73 in	84 in
Working Depth	6 in	6 in
Overall Height	31 in	31 in
Number of Tines	36	40
Tine Rotation	Bi-directional	Bi-directional
Weight	1050 lb.	1228 lb.
Driveline	(2) in-line gerotor motors	(2) in-line gerotor motors
Maximum Tine Speed	121 rpm	121 rpm
Max Flow	25 gpm @ 2000 psi	46 gpm @ 3500 psi

9.4.35

TREE SPADE – FFC ATTACHMENTS OR EQUAL	TS36	TS40	TS42	TS44	TS48
Maximum Ball Size	36 in	40 in	42 in	44 in	48 in
Weight	258 lb.	312 lb.	360 lb.	378 lb.	425 lb./

9.4.36

TRENCHER – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	615	625	650C
Boom Size	36 in	48 in	48 in
Trench Depth @ Recommended Angle	36 in	48 in	48 in
Chain Width	6 in	6 in	6 in
Recommended Trenching Angle	65 degrees	65 degrees	65 degrees
Length	65 in	86 in	84 in
Width	42 in/50.5 in	53 in	43 in
Height	28 in	32 in	37 in
Spoil Discharge Reach	24 in	18 in	27 in
Weight	495 lb/775 lb	N/A	N/A

- 10.0 Vendor must certify that unit offered will meet or exceed the “Occupational Safety and Health Act of 1970” or subsequent changes that are in effect at time of manufacturer of unit.
- 11.0 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department’s striping and logo.
- 12.0 Preventive Maintenance and Operators Orientation/Training:
The manufacturer or dealer shall provide a minimum of one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids; i.e., videos, charts, manuals, etc. to be furnished by successful vendor. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc. required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 351-2-G

SKID STEER LOADER WITH ATTACHMENTS

NOTE TO BIDDER: Procurement Specification No. 351-2-G, 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.: 7011EC08

Bidder's Name: FAIRPLAIN TRACTOR SALES, INC.

Address: 1169 RIPLEY ROAD RIPLEY, WV 25271

Telephone Number: 304-372-9875

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: 35 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 DAYS Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 DAYS Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price for loader only: \$34,999.00 per unit

Price for one (1) loader with one (1) of each of the attachments: \$396,831.80

X6.0 SPECIFICATIONS - GENERAL

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

NEW HOLLAND L223 MANUFACTUR DATE MARCH 2011

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:

 THE 2 YEAR WARRANTY IS INCLUDED IN THE PRICE OF THE SKID STEER

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 1 YEAR FROM 1ST SALE DATE.

1 YEAR EXTENDED WARRANTY ADDED TO PRICE.

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.

THERE WILL BE NO WARRANTY PERFORMED AT THE DEPARTMENT OF HIGHWAYS FACILITIES, THE WARRANTY WORK WILL BE DONE AT FAIRPLAIN TRACTOR SALES IN RIPLEY WEST VIRGINIA

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

SALEM, WV GLEN EASTON, WV PHILIPPI, WV LEWISBURG, WV RIPLEY, 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: 10 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 10 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 10 % discount

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

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

A. Shop Rate \$ 60.00 per mechanic hour

B. Travel Time Charge \$ 60.00 per mechanic hour
(Specify if one-way) X ; port to port X

C. Mileage Charge \$ 0 per vehicle mile
(Specify if one-way) X ; port to port X

D. Field Mechanic Rate \$ 60.00 per mechanic hour

E. Specify period of time that prices are in effect: LIFE ON CONTRACT

F. Surcharge for miscellaneous items: 10 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: NEW HOLLAND Model: 1223

Will the unit be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation YES NO

Are all parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment be included? YES NO

X8.1 Operating weight of skid steer unit: 7,380 lbs.

X8.2 Wheelbase: 52 inches

X8.3 Diesel Engine:

X8.3.1 Horsepower (Net): 68 HPX8.3.2 Is engine pre-heat system provided YES NOX8.3.3 Is manufacturer's recommended fuel filter with water separator provided? YES NOManufacturer: BOSCHX8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature PLEASE SEE ADDENDUM #5 YES NOX8.3.5 Dry type air filtration with primary and secondary elements YES NO

X8.4 Hydraulic System:

X8.4.1 Auxiliary hydraulics: 34.6 GPMX8.4.2 Does unit have high flow hydraulic system YES NOGPM: 34.6X8.4.3 Filtration: 6 micronX8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments PLEASE ADDENDUM #5 YES NOIs gallons label and sight gauge included YES NOX8.4.5 Are hydraulic hoses cordova wrapped for operator protection YES NOX8.4.6 Are auxiliary front hydraulics with couplers provided with easy access with controls at operator station YES NO

X8.5 Electrical System:

X8.5.1 Manufacturers heavy duty 12 volt system YES NO Manufacturer: TYCO ELECTRICX8.5.2 Alternator: 120 ampsX8.5.3 Battery manufacturers heavy duty maintenance free 12 volt YES NO CCA: 1000X8.5.4 Work lights, dual front halogen; at least one rear halogen YES NO

PLEASE SEE ADDENDUM #5

X8.6 Instrumentation: Audible and/or lighted warnings YES NO

X8.6.1 Fuel level YES NO

X8.6.2 Battery voltage YES NO

X8.6.3 Engine coolant temperature YES NO

X8.6.4 Transmission charge pressure YES NO DELETED SEE ADDENDUM #5

X8.6.5 Hydraulic oil temperature YES NO

X8.6.6 Engine oil pressure YES NO

X8.6.7 Engine air cleaner restriction YES NO

X8.6.8 Park brake reminder YES NO

X8.6.9 Seat belt reminder YES NO

X8.7 Tires:

X8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating YES NO

Manufacturer: TITAN TIRES

X8.8 Safety:

X8.8.1 Backup alarm (OSHA approved) YES NO

X8.8.2 Certified ROPS and FOPS YES NO

X8.8.3 Parking brake manufacturers standard YES NO

X8.8.4 All manufacturers safety related decals and safe operation recommendations affixed to each unit upon delivery YES NO

X8.8.5 Rear view mirror YES NO

X8.8.6 Equipped with rear window emergency escape YES NO

X8.8.7 Low profile strobe light mounted for 360° visibility YES NO

Manufacturer/Model: P S E AMBER 92 Q ASH

PLEASE SEE ADDENDUM #5

- X8.8.8 Front and rear emergency flashers YES NO
- X8.8.9 Fire extinguisher bracket YES NO
- X8.9 Accessories:
- X8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments YES NO
- X8.9.2 Rear counterweights provided to adequately balance unit with heaviest attachment mounted YES NO
- X8.9.3 Vinyl suspension seat with automotive type seat belt YES NO
- X8.9.4 Cab-all-weather enclosure with sliding side glasses YES NO
- X8.9.5 Front door with wiper, washer YES NO
- X8.9.6 Does unit have manufacturers heater/defroster/with air conditioner YES NO
- X8.9.7 Is unit hydrostatic all wheel drive YES NO
PLEASE SEE ADDENDUM #5
- X8.9.8 Integral belly plate YES NO
- X8.10 Paint:
- X8.10.1 Describe manufacturers recommended paint preparation and color: _____

 PAINTED AT NEW HOLLAND FACTORY WITH NEW HOLLAND

 CONSTRUCTION YELLOW AND BLACK

- X9.0 Attachments with attachment control kit:
- X9.1 Are all attachments mounted on a quick-change mechanism YES NO
PLEASE SEE ADDENDUM #5
- X9.2 Backhoe operation possible with the lift arms in the down position YES NO
- X9.3 Is a single control unit provided which will control all available attachments YES NO
- X9.4 Are you supplying all attachments as listed in the specifications: YES NO
PLEASE SEE ADDENDUM #5

X9.4.1 Does the **AUGER** you are providing meet or exceed the specification?

YES NO

Manufacturer: BRADCO

	MODEL: X1475	MODEL: X1975
Auger	\$ 1,675.00	\$ 1,807.00
BITS – HEX:		
6" X 50" Head	\$ 200.00	\$ 200.00
12" x 50" Head	\$ 325.00	\$ 325.00
24" x 50" Head	\$ 575.00	\$ 575.00
SINGLE FLIGHT EXTENSIONS:		
12" Extension	\$ 165.00	\$ 165.00
24" Extension	\$ 200.00	\$ 200.00
48" Extension	\$ 300.00	\$ 300.00

TOTAL PRICE: \$ 3,440.00 \$ 3,572.00

X9.4.2 Does the **BACKHOE WITH 12 INCH BUCKET** you are providing meet or exceed the specification?

YES NO

Manufacturer: BRADCO

	MODEL: 509	MODEL: 511	MODEL: 6100	MODEL: 6120
Bucket with 12 Inch Bucket	\$ 8,250.00	\$ 9,000.00	\$ 8,361.00	\$ 8,261.00
TOTAL PRICE:	\$ <u>8,250.00</u>	\$ <u>9,000.00</u>	\$ <u>8,361.00</u>	\$ <u>8,261.00</u>

X9.4.3 Does the **BACKHOE-MINI** you are providing meet or exceed specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 12" MINI HOE	MODEL: 18" MINI HOE	MODEL: 24" MINI HOE
Backhoe - Mini	\$ 1,700.00	\$ 1,800.00	\$ 1,850.00
TOTAL PRICE:	\$ <u>1,700.00</u>	\$ <u>1,800.00</u>	\$ <u>1,850.00</u>

X9.4.4 Does the **BLADE - DOZER** you are providing meet or exceed specifications?
 YES NO

Manufacturer: BRADCO 96" DOZER BLADE

	MODEL:
Blade - Dozer	\$ 4,850.00
TOTAL PRICE:	\$ <u>4,850.00</u>

X9.4.5 Does the **BOOM - MATERIAL HANDLING** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: SWEEPSTER

	MODEL: 66" TREE BOOM
Boom - Material Handling	\$ 750.00

TOTAL PRICE: \$ 750.00

X9.4.6 Does the **BREAKER – HYDRAULIC** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: CONSTRUCTION ATTACHMENTS

	MODEL: CAI-550 A-SS
Breaker – Hydraulic	\$ 7,078.00

TOTAL PRICE: \$ 7,078.00

X9.4.7 Does the **BROOM – ANGLE – POLY/WIRE BRISTLES – WATER KIT WITH 25 GALLON TANK** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: SWEEPSTER

	MODEL: 21084MM-22
Broom – Angle – Poly/Wire Bristles – Std. Manual Angle	\$ 4,200.00
Optional Water Kit with 25 Gallon Tank	\$ 1,100.00
Optional Hydraulic Angle	\$ 1,094.00

TOTAL PRICE: \$ 6,394.00

X9.4.8 Does the **BROOM – GENERAL PURPOSE PICK-UP** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: SWEEPSTER

	MODEL: SB-60
Broom – General Purpose Pick-Up	\$ 3,200.00

TOTAL PRICE: \$ 3,200.00

X9.4.9 Does the **BRUSH CUTTER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 104429
Brush Cutter	\$ 3,850.00

TOTAL PRICE: \$ 3,850.00

✓ X9.4.10 Does the **BUCKET – BRUSH GRAPPLE** you are providing meet or exceed specifications?
 YES NO

Manufacturer: BRADCO

Manufacturer: BRADCO

	MODEL: 11384-0022
Bucket – Brush Grapple	\$ 3,290.00

TOTAL PRICE: \$ 3,290.00

X9.4.11 Does the **BUCKET – FORKED SCRAP GRAPPLE** you are providing meet or exceed specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 10067-0022	10076-0022
Bucket-Forked Scrap Grapple	\$ 3,458.00	\$3,576.00

TOTAL PRICE: \$ 3,458.00 \$3,576.00

X9.4.12 Does the **BUCKET – GENERAL PURPOSE** you are providing meet or exceed the specifications?

YES NO

Manufacturer: BRADCO

	MODEL: 72" 15116	MODEL: 78" 16220	MODEL: 72" 15117	MODEL: 78" 16271
Bucket – General Purpose	\$ 811.30	\$ 850.30	\$ 894.60	\$ 920.00
Optional Teeth	\$ 190.00	\$ 200.00	\$ 190.00	\$ 200.00
Optional Bolt on Cutting Edge	\$ 349.00	\$ 384.00	\$ 349.00	\$ 384.00
Optional Bolt on Toothbar Inside				
Bucket Width	\$ 350.00	\$ 360.00	\$ 350.00	\$ 360.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1,700.30 \$ 1,794.30 \$ 1,783.60 \$ 1,864.00

X9.4.13 Do the **BUCKETS – GENERAL PURPOSE UTILITY & LIGHT MATERIAL** meet or exceed the specifications?

YES NO

Manufacturer: WOODS

	MODEL (GPU): UT-73	MODEL (LM): UT-73	MODEL (LM): UT-78	MODEL (LM): UT-84
Bucket (GPU)	\$ 1,000.00			
Bucket (LM)		\$ 1,000.00	\$ 1,032.00	\$ 1,090.00
Optional Bolt on Cutting Edge	\$ 138.00	\$ 138.00	\$ 150.50	\$ 170.80
Optional Bolt on Toothbar Inside				
Bucket Width	\$ 233.00	233.00	271.00	271.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1,371.00 \$ 1,371.00 \$ 1,453.50 \$ 1,531.80

X9.4.14 Does the **BUCKET – HEAVY DUTY SCRAP GRAPPLE** you are providing meet or exceed the specifications? YES NO

Manufacturer: BRADCO

	MODEL: LAF5073	MODEL: LAF5078
Bucket – Heavy Duty Scrap Grapple	\$ 3,300.00	\$ 3,400.00
Optional Bolt on Cutting Edge	\$ 348.00	\$ 384.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 3,648.00 \$ 3,784.00

X9.4.15 Does the **BUCKET – MULTI PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: BRADCO

	MODEL: 108022	MODEL:
Bucket-Multi Purpose	\$ 2,600.00	\$ 2,800.00
Optional Bolt on Reversible Cutting Edge	\$ 200.00	\$ 250.00
Optional Bolt on Toothbar Inside Bucket Width	\$ 420.00	\$ 485.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 3,220.00 \$ 3,535.00

X9.4.16 Does the **BUCKET – ROCK** you are providing meet or exceed the specifications? YES NO

Manufacturer: BRADCO

	MODEL: 89646
Bucket – Rock	\$ 1,286.00

TOTAL PRICE: \$ 1,286.00

X9.4.17 Does the **COLD PLANER** you are providing meet or exceed the specifications?

YES NO

Manufacturer: BRADCO

	MODEL: LAF5412	MODEL: LAF5416	MODEL: LAF5418	MODEL: LAF5424	MODEL: LAF5430
Cold Planer	\$ 6,700.00	\$ 11,816.00	\$ 12,163.00	\$ 13,798.00	\$ 16,205.00

TOTAL

PRICE: \$ 6,700.00 \$ 11,816.00 \$ 12,163.00 \$ 13,798.00 \$ 16,205.00

X9.4.18 Does the **COLD PLANER** you are providing meet or exceed the specification?

YES NO

DELETE SEE ADDENDUM #5

Manufacturer: _____

	MODEL:
Cold Planer	\$

TOTAL

PRICE: \$ _____

X9.4.19 Does the **COLD PLANER** you are providing meet or exceed the specification?

YES NO

Manufacturer: BRADCO

	MODEL: HP1000
Cold Planer	\$ 20,272.00

TOTAL

PRICE: \$ 20,272.00

X9.4.20 Does the **COLD PLANER** you are providing meet or exceed the specification?

YES NO

Manufacturer: BRADCO

MODEL: LAF5436	
Cold Planer	\$ 18,333.50

TOTAL

PRICE: \$ 18,333.50

X9.4.21 Does the **CONCRETE CLAW** you are providing meet or exceed the specifications?

YES NO

Manufacturer: FFC

MODEL: 10024-0022	
Concrete Claw	\$ 1,450.00

TOTAL PRICE: \$ 1,450.00

X9.4.22 Do the **FORKS - PALLET** you are providing meet or exceed the specifications?

YES NO

Manufacturer: BRADCO

MODEL: 16870 FRAME 67604 FORK	
Forks - Pallet	\$ 795.00

TOTAL PRICE: \$ 795.00

X9.4.23 Does the **GRAPPLE – LOG FORK** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: LAF1142-0022
Grapple-Log Fork	\$ 3,164.00
TOTAL PRICE:	\$ 3,164.00

X9.4.24 Does the **HITCH – THREE POINT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: WOODS

	MODEL: TH3000
Hitch-Three Point	\$ 900.00
TOTAL PRICE:	\$ 900.00

X9.4.25 Does the **POSTMASTER WITH TILT ATTACHMENT** you are providing meet or exceed the specifications?
 POST DRIVER YES NO

Manufacturer: BRADCO

	MODEL: PD 4800
Postmaster with Tilt Attachment	\$ 6,900.00

X9.4.26 Does the **POWER RAKE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: LAF5690-0022
Power Rake	\$ 6,773.00
Manual Angling	\$ 0
Hydraulic Angling	\$ 798.00

TOTAL MANUAL ANGLING PRICE: \$ 6,773.00

TOTAL HYDRAULIC ANGLING PRICE: \$ 7,571.00

X9.4.27 Does the **PREPARATOR** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: LAF3576
Preparator	\$ 6,471.00

TOTAL PRICE: \$ 6,471.00

X9.4.28 Does the **ROCK WHEEL WITH 50 GALLON WATER KIT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: WOODS

	MODEL: RW1245ALITCC/3	MODEL: RW1843ALITECS/C	MODEL: BW2445ALITEC
Rock Wheel with 50 Gallon Water Kit	\$ 11,760.00	\$ 11,800.00	\$ 12,225.00

TOTAL PRICE: \$ 11,760.00 \$ 11,800.00 \$ 12,225.00

X9.4.29 Does the **ROLLER – VIBRATORY** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: VR66 SMOOTH	MODEL: VR73
Roller – Vibratory	\$ 0	\$ 0
Smooth Drum	\$6,445.00	\$ 6,720.00
Padded Drum	\$6,885.00	\$ 7,166.00

TOTAL SMOOTH DRUM: \$ 6,445.00 \$ 6,720.00

TOTAL PADDED DRUM: \$ 6,885.00 \$ 7,166.00

X9.4.30 Does the **SCARIFIER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: IAF2201
Scarifier	\$ 847.70

TOTAL PRICE: \$ 847.70

X9.4.31 Does the **SNOW BLADE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: 114-96
Snow Blade	\$ 2,113.00

TOTAL PRICE: \$ 2,113.00

X9.4.32 Does the **SNOW BLOWER** you are providing meet or exceed the specifications?

YES NO

Manufacturer: FFC

	MODEL: 11084D	MODEL: 6786H
Snow Blower	\$ 4,557.00	\$ 7,756.00
TOTAL PRICE:	\$ <u>4,557.00</u>	\$ <u>7,756.00</u>

✓ X9.4.33 Does the **STUMP GRINDER** you are providing meet or exceed the specifications?

YES NO

Manufacturer: WOODS

	MODEL: SG20	MODEL: SG40	MODEL: SG60
Stump Grinder	\$ 3,450.00	\$ 3,880.00	\$ 4,725.00
TOTAL PRICE:	\$ <u>3,450.00</u>	\$ <u>3,880.00</u>	\$ <u>4,725.00</u>

✓ X9.4.34 Does the **TILLER** you are providing meet or exceed the specifications?

YES NO

Manufacturer: WOODS

	MODEL: TL73	MODEL: TL84
Tiller	\$ 3,300.00	\$ 4,050.00
TOTAL PRICE:	\$ <u>3,300.00</u>	\$ <u>4,050.00</u>

X9.4.35 Does the **TREE SPADE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: LAF1836	MODEL: LAF1840	MODEL: LAF1842	MODEL: LAF1844	MODEL: LAF1848
Tree Spade	\$994.70	\$ 1,044.40	\$ 1,044.40	\$ 1,114.40	\$ 1,114.40

TOTAL PRICE: \$ 994.70 \$ 1,044.40 \$ 1,044.40 \$ 1,114.40 \$ 1,114.40

X9.4.36 Does the **TRENCHER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 615	MODEL: 625	MODEL: 640
Trencher	\$ 4,837.00	\$ 5,219.00	\$ 4,449.90

TOTAL PRICE: \$ 4,837.00 \$ 5,219.90 \$ 4,449.90

GRAND TOTAL FOR ALL ATTACHMENTS: \$ 361,832.80



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
7011EC08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

FAIRPLAIN TRACTOR SALES, INC.
 P.O. BOX 787
 1169 RIPLEY ROAD
 RIPLEY, WV 25271

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/17/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ATTACH THE FOLLOWING DOCUMENTS TO THE BID:						
1.) PURCHASING AFFIDAVIT FORM						
2.) RESIDENT VENDOR PREFERENCE FORM						
*****END ADDENDUM NO. 1*****						
001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS						
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll M. Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
TITLE PRESIDENT	FEIN 55-0540441	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
 7011EC08

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 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 33
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE
 FAIRPLAIN TRACTOR SALES, INC.
 P.O. BOX 787
 1169 RIPLEY ROAD
 RIPLEY, WV 25271

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
01/11/2011				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) CHANGE THE MANDATORY PRE-BID MEETING DATE FROM 01/13/2011 @ 11:00 AM TO 01/20/2011 @ 11:00 AM THE MANDATORY PRE-BID MEETING LOCATION WILL REMAIN 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305.						
2.) THE BID OPENING DATE WILL REMAIN 01/27/2011 @ 1:30 PM.						
*****END ADDENDUM NO. 2*****						
0001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carol Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
TITLE PRESIDENT	FEIN 55-0540441	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
7011EC08

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

*709043435 304-372-9875
VENDOR
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

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
01/26/2011				

BID OPENING DATE: 02/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO:						
1.) EXTEND THE BID OPENING DATE FROM 01/27/2011 AT 1:30 PM TO 02/10/2011 AT 1:30 PM						
2.) TO PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
*****END ADDENDUM NO. 3*****						
0001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS						
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll M Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
TITLE PRESIDENT	FEIN 55-0540441	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
7011EC08

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

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
02/06/2011				

BID OPENING DATE: 02/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4 THIS ADDENDUM IS ISSUED TO CHANGE THE BID OPENING DATE FROM: 02/10/2011 AT 1:30 PM TO 02/17/2011 AT 1:30 PM *****END ADDENDUM NO. 4*****						
0001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS						
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Carroll J Fisher</i>	304-372-9875	2/16/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0540441	

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
7011EC08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

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
02/07/2011				

BID OPENING DATE: 02/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
THIS ADDENDUM IS ISSUED TO ADDRESS ITEMS DISCUSSED DURING MANDATORY PRE-BID MEETING AND ISSUE CHANGES PER THE ATTACHED.						
THE BID OPENING DATE REMAINS 02/17/2011 AT 1:30 PM						
*****END ADDENDUM NO. 5*****						
0001	1	EA		760-50	\$396,831.80	\$396,831.80
SKID STEER LOADER WITH ATTACHMENTS						
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll A Fisher</i>	TELEPHONE 304-372-9875	DATE 2/16/2011
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM #5
7011EC08

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO SPECIFICATIONS:

FROM:

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

TO:

- 4.2 DELIVERY – 2nd Paragraph 2nd Sentence
Delivery is preferred within 120 calendar days after receipt of purchase agreement.

FROM:

- 4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

- 4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor,

FROM:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence
The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

TO:

- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED – Last Sentence
The unit specified herein and offered to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

7011EC08

FROM:

8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature

TO:

8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine temperature and hydraulic temperature

FROM:

8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge.

TO:

8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge to verify hydraulic oil level.

FROM:

8.5.4 Work lights, dual front halogen; one rear halogen minimum

TO:

8.5.4 Work lights, dual front halogen and one (1) rear halogen minimum.

DELETE:

8.6.4 Transmission charge pressure

FROM:

8.8.7 Low profile strobe light must be mounted for 360° visibility (Aero-Flash M-420 or equal)

TO:

8.8.7 Low profile strobe light must be mounted for 360° visibility – Class 1 LED beacon – Amber

7011EC08

FROM:

8.9.7 Unit shall be hydrostatic all wheel drive

TO:

8.9.7 Unit shall be hydrostatic all wheel drive. Controls should be electric over hydraulic.

FROM:

9.1 All attachments must be mounted on a quick-change mechanism. (Ref. 8.9.1)

TO:

9.1 All attachments must be mounted on a manual quick change mechanism.(Ref. 8.9.1)

FROM:

9.4 The following attachments shall be available and must be priced to award contract:

TO:

9.4 The following attachments shall be available and include all mounting hardware, wiring harness, etc. for connection. Attachments must be priced to award contract.

DELETE:

9.4.18 COLD PLANER – HIGHFLOW

CAT PC-210 OR EQUAL

Width of Cut 40 in.

PREBID ADDENDUM #5
7011EC08

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X4.2 DELIVERY

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After
Receipt of Purchase Agreement

NO CHANGE REQUIRED:

X6.0 SPECIFICATIONS -GENERAL

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

NEW HOLLAND L223 MANUFACTURE DATE MARCH 2011

Is descriptive literature, fully describing proposed unit attached to your bid?
 YES NO

If not, why? _____

FROM:

X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and
engine/hydraulic temperature YES NO

TO:

X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine
temperature and hydraulic temperature YES NO

7011EC08

FROM:

X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO

TO:

X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO

Is gallons label and **sight gauge included to verify hydraulic oil level**

YES NO

FROM:

X8.5.4 Work lights, dual front halogen; at least one rear halogen YES NO

TO:

X8.5.4 Work lights, dual front halogen and one (1) rear halogen YES NO

DELETE:

X8.6.4 Transmission charge pressure YES NO

FROM:

X8.8.7 Low profile strobe light mounted for 360° visibility YES NO
 Manufacturer/Model: _____

TO:

X8.8.7 Low profile strobe light mounted for 360° visibility – Class 1 LED amber
 YES NO

Manufacturer/Model: PSE AMBER MODEL #92QASH

FROM:

X8.9.7 Is unit hydrostatic all wheel drive YES NO

TO:

X8.9.7 Is unit hydrostatic all wheel drive YES NO

Are controls electric over hydraulic YES NO

7011EC08

FROM:

X9.1 Are all attachments mounted on a quick change mechanism YES NO

TO:

X9.1 Are all attachments mounted on a manual quick change mechanism YES NO

FROM:

X9.4 Are you supplying all attachments as listed in the specifications YES NO

TO:

X9.4 Are you supplying all attachments as listed in the specifications including all mounting hardware, wiring harness etc. for connection YES NO

DELETE:

X9.4.18 Does the **COLD PLANER** you are providing meet or exceed the specification YES NO

Manufacturer: _____

Model: _____

Cold Planer Price: _____



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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**request for
 Quotation**

RFQ NUMBER
 7011EC08

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
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 RIPLEY WV 25271

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
02/16/2011				

BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 6 THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE FROM: 02/17/2011 AT 1:30 PM TO 02/24/2011 AT 1:30 PM *****END ADDENDUM NO. 6*****						
0001	1	EA		760-50 SKID STEER LOADER WITH ATTACHMENTS	\$396,831.80	\$396,831.80
***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL:						\$396,831.80

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Carol A. Fisher* TELEPHONE 304-372-9875 DATE 2/17/2011
 TITLE president FEIN 55-0540441 ADDRESS CHANGES TO BE NOTED ABOVE

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

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: FATRPLAIN TRACTOR SALES, INC. Signed: Carroll E. Fisher

Date: 2/16/2011 Title: PRESIDENT

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

RFQ No. 7011EC08

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: FAIRPLAIN TRACTOR SALES, INC.

Authorized Signature: *Carroll M Fisher* Date: 2/16/2011

State of WEST VIRGINIA

County of JACKSON, to-wit:

Taken, subscribed, and sworn to before me this 16th day of February, 2011.

My Commission expires September 26, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *Terri Lee Hackney*

