



# JOHN DEERE



Rt. 33 West  
PO Box 299  
Norton, WV 26285-0299  
Phone: (304) 636-6421  
Fax: (304) 636-3516

## FAX COVER SHEET

To: WV State Purchasing Div. Fax: 304-558-3970

From: Dave Gaaserud Date: 3-24-11

RE: RFQ # 7011EC16 Pages: 29

Including Cover Sheet

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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RECEIVED  
MAR 24 A 11:30  
PURCHASING DIVISION  
STATE OF WV



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 26305-0130

# Request for Quotation

RFQ NUMBER  
**7011EC16**

PAGE  
**1**

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

ADDRESS

\*709042046 03 304 534 5454  
**LESLIE EQUIPMENT COMPANY**  
**284 VAN KIRK DRIVE**  
  
**FAIRMONT WV 26554**

ADDRESS

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

DATE PRINTED <b>01/19/2011</b>		TERMS OF SALE		SHIP VIA		FOB		FREIGHT TERMS	
BID OPENING DATE: <b>03/24/2011</b>		BID OPENING TIME <b>01:30PM</b>							
LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT			
0001	1	EA		760-44	<b>\$ 118,000.<sup>00</sup></b>				
<p><b>4 WHEEL DRIVE, RUBBER TIRED, ENLOADER</b></p> <p><b>REQUEST FOR QUOTATION (RFQ)</b>  <b>OPEN END CONTRACT</b></p> <p><b>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 4 WHEEL DRIVE, RUBBER TIRED, ENDOADER (TRANSMISSION WITH TORQUE CONVERTER), PER THE ATTACHED SPECIFICATIONS.</b></p> <p><b>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 SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/28/2011 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.</b></p> <p><b>MANDATORY PRE-BID</b>  <b>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 03/10/2011 AT 10 AM IN 2019 WASHINGTON ST E CHARLESTON, WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS</b></p>									
SEE REVERSE SIDE FOR TERMS AND CONDITIONS									
SIGNATURE				TELEPHONE			DATE		
TITLE		FIRM		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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
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VENDOR

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 LESLIE EQUIPMENT COMPANY  
 284 VAN KIRK DRIVE  
 FAIRMONT WV 26554

VENDOR

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
01/19/2011				

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY 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.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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BID OPENING DATE. 03/24/2011		BID OPENING TIME 01:30PM		

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>ppg</i> .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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>..... <i>Paul Moore</i> ..... SIGNATURE</p> <p>..... <i>Leslie Equipment Comp</i> ..... COMPANY</p> <p>..... <i>3-27-11</i> ..... DATE</p>						

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PROCUREMENT

\*709042046 03 304 534 5454  
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SHIP TO

DIVISION OF HIGHWAYS  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/19/2011				

BID OPENING DATE: 03/24/2011 BID OPENING TIME 01:30PM

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD 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>						

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STATE OF WEST VIRGINIA

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
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BID OPENING DATE 03/24/2011		BID OPENING TIME 01:30PM		

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<p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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><b>BANKRUPTCY:</b> 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>						

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<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION                  PURCHASING DIVISION                  BUILDING 15                  2019 WASHINGTON STREET, EAST                  CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p>						

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				RFQ. NO.:		7011EC16
				BID OPENING DATE:		03/24/2011
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-636-3516 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- David Gaasevald -----						
***** THIS IS THE END OF RFQ 7011EC16 ***** TOTAL:						118,000. <sup>00</sup>

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 353-1-T

4 WHEEL DRIVE, RUBBER TIRED, ENDLOADER  
(TRANSMISSION WITH TORQUE CONVERTER)

NOTE TO BIDDER: Procurement Specification No. 353-1-T, 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.: 7011 EC 16

Bidder's Name: Leslie Equipment Company

Address: P.O. Box 299 / Rt 33 West, Norton, WV 26285

Telephone Number: 304-636-6421 cell 304-642-9826

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: 185 Calendar Days After Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 185 Calendar Days After Receipt of Purchase Agreement

NOTE: Vendor's should type Bidder's Evaluation Report.

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

118,000. per unit

X6.0 SPECIFICATIONS - GENERAL

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

John Deere 444K w/ bucket, forks, + Material bins  
Is descriptive literature, fully describing proposed unit attached to your bid?  YES  NO

If not, why? Received addendum the day the bid was due & had to fax  
bid in. All literature is available online at www.Deere.com

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 WVD0H.

DESCRIPTION: 4WD Loader MAKE: John Deere  
 MODEL: 444K YEAR: 2011 PURCHASE AMOUNT: \_\_\_\_\_  
 ENGINE: MAKE: JD MODEL: 4045H FUEL TYPE: Diesel  
 HORSEPOWER: 128 CYLINDER: 4 ENGINE SERIAL: TBP  
 COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: 8rib serpentine belt PART NUMBERS: T201568

GVW: 25,017 AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: Michelan 17.5 +23  
 REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: 23' 1" WIDTH: 110" HEIGHT: \_\_\_\_\_

VENDOR CONTACT PERSON: David Gwasend PHONE: 301-636-9867

**PARTS:**

BATTERY MAKE: Deere MODEL: Group 31 CCA: 925  
 TOP OR SIDE POST: Top DIMENSIONS: LENGTH 13" WIDTH 6.812" HEIGHT 8.438"  
 SPARK PLUGS OR FUEL INJECTORS MAKE: Deere PART #: RE531209  
 FUEL PUMP OR INJECTION PUMP MAKE: Deere MODEL: RE507528  
 ALTERNATOR MAKE: Deere PART #: AT387574  
 STARTER MAKE: Deere PART #: RE501150  
 TURBO CHARGER MAKE: Deere PART #: RE531073  
 TRANS. MAKE: Deere MODEL: PG800542 AUTO/MANUAL: \_\_\_\_\_  
 HYDRAULIC PUMP MAKE: Deere MODEL: AT337774

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>Deere</u>	<u>RE504836</u>	ENGINE	<u>Deere</u>
AIR INNER		<u>AT314583</u>	TRANSMISSION	
AIR OUTER		<u>AT300487</u>	POWER STEERING	
FUEL PRIMARY		<u>RE509643</u>	HYDRAULIC	
FUEL SECONDARY		<u>RE502876</u>	DIFFERENTIALS	
COOLANT		<u>N/A</u>	BRAKE FLUID	
HYDRAULIC		<u>AT335977</u>	COOLANT	
OTHER		<u>Transmission AT336140</u>	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 It is not always possible with two days, but will be ASAP

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: See Attachment

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)

See Attachment

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.

Warranty covers oil Parts & Labor - Travel Time for a Shop truck or Transportation Expense is not covered & is the DIRT responsibility. Not oil Fluids are covered Under warranty see Attachment

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

Norton WV, Cowen WV, Fairmont WV, Cross Lanes WV, Deavers 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: % discount
B. Terms: Net 60 Manufacturer's published list price less: N/A % discount
C. Terms: Net 90 Manufacturer's published list price less: % discount

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

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

A. Shop Rate \$ 70 per mechanic hour

B. Travel Time Charge \$ 50. per mechanic hour (Specify if one-way) ; port to port

C. Mileage Charge \$ 1.95 per vehicle mile (Specify if one-way) ; port to port

D. Field Mechanic Rate \$ 80. per mechanic hour

E. Specify period of time that prices are in effect: open Ended

F. Surcharge for miscellaneous items: 3 % of total Labor

**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 those by specification are not to be furnished?**

YES  NO

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

YES  NO

**X7.0 SPECIFICATIONS OF THE QUOTED UNIT**

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

Manufacturer: John Deere

Model: 644K

**X8.0 Endloader Specification:**

**X8.1 Operating weight:** 25,047 pounds (exclusive of tire ballast)

**X8.1.1 Breakout force:** 17,686 pounds

**X8.2 Overall length (bucket lowered):** 22 foot C "

**X8.3 Does loader have articulated frame and full hydraulic power steering?**

YES  NO

**X8.3.1 Tipping load straight:** 18,790 pounds

- X8.4 Overall height: 10' 5" to top of cab
- X8.4.1 Dumping clearance at maximum height and 45° dump angle: 119 inches
- X8.5 Are units provided with a quick coupler system for interchangeability of attachments, controlled from operator station ✓ YES \_\_\_ NO
- X8.6 Do machine(s) have vandalism package/keyed alike? ✓ YES \_\_\_ NO
- X8.7 Are daily services done from ground level? ✓ YES \_\_\_ NO
- X8.8 Engine:
- X8.8.1 Is engine manufacturers water cooled diesel powered providing 128 HP and torque to operate machine and hydraulic system at maximum efficiency? ✓ YES \_\_\_ NO  
Specify HP: 128
- X8.8.2 Is unit equipped with manufacturer's standard governor with key shut off, wire sealed by Manufacturer? ✓ YES \_\_\_ NO
- X8.8.3 Engine equipped with an engine block water heating element (1500-2000 watt)? ✓ YES \_\_\_ NO
- X8.8.4 Does heating element have male plug easily accessible, 110 volt AC? ✓ YES \_\_\_ NO
- X8.9 Engine Lubrication:
- X8.9.1 Has full pressure lubrication with oil filter and oil by-pass system? ✓ YES \_\_\_ NO
- X8.9.2 Is engine equipped with oil cooler? ✓ YES \_\_\_ NO
- X8.10 Cooling System:
- X8.10.1 Is cooling system of manufacturers maximum to allow full capability of operation for all seasons? ✓ YES \_\_\_ NO
- X8.10.2 Cooling system supplied with Dex-Cool or equal extended life anti freeze to -34°F? ✓ YES \_\_\_ NO
- X8.10.3 Is coolant filter provided if recommended manufacturer for this application? ✓ YES \_\_\_ NO



## X8.11 Air Induction System:

X8.11.1 Is dry type (2 stage) dual element air cleaner with pre-cleaner provided?  
 YES  NO

X8.11.2 Does unit have dash mounted air filter restriction indicator that is visible when service is required?  
 YES  NO

## X8.12 Exhaust System:

X8.12.1 Is complete exhaust system manufacturers standard for unit specified?  
 YES  NO

X8.12.2 Is exhaust pipe rain proof?  
 YES  NO

## X8.13 Electrical System:

X8.13.1 Is unit provided with manufacturers noise suppression wiring?  
 YES  NO

X8.13.2 Is system 12 volts/24 volts negative ground  
 YES  NO

X8.13.3 Are heavy duty CCA battery(s) provided?  
 YES  NO

CCA 950 reserve capacity 950

## X8.14 Charging System:

X8.14.1 Alternator AMPS: 100 with internal regulator?  YES  NO

## X8.15 Engine Fuel System:

X8.15.1 Is fuel capacity at least 12 working hours  
 YES  NO

X8.15.2 Is unit provided with a fuel/water separator?  
 YES  NO

X8.15.3 Is dual stage fuel filtering provided?  
 YES  NO

## X8.16 Transmission:

X8.16.1 Is transmission full power shift with torque converter capable of "on the Go" shifting in all ranges?  
 YES  NO

Does it have full automatic feature with on-board diagnostic capabilities and kickdown controls  
 YES  NO

X8.16.2 Is torque converter capable of handling maximum power output of engine?  
 YES  NO

X8.16.3 Number of forward speeds 4 Number of reverse speeds 3 ?

Top forward ground speed: 22.7 HP \_ \_

X8.16.4 Is neutral start switch provided for safety purposes?  YES  NO

X8.17 Differential:

X8.17.1 Is front and rear differential manufacturers conventional type?  YES  NO

X8.18 Axles:

X8.18.1 Is front axle fixed?  YES  NO

X8.18.2 Oscillation of rear axle: 24 degrees

X8.19 Brakes:

X8.19.1 Is Manufacturers recommended emergency braking system provided?  YES  NO

X8.19.2 Is emergency brake independent of service brake?  YES  NO

X8.19.3 Are service brakes powered assisted hydraulic actuated?  YES  NO

X8.19.4 Are service brakes wet disk type?  YES  NO

X8.20 Hydraulic System:

X8.20.1 Does unit provide hydraulic lift, lower, dump, roll back and float  YES  NO

Does unit have third spool auxiliary valve and cab controller  YES  NO

X8.20.2 Are hydraulic cylinders double action chrome plated piston type?  YES  NO

X8.20.3 Is hydraulic oil cooler provided if recommended by manufacturer?  YES  NO

X8.20.4 Is sight glass provided for daily service checks?  YES  NO

X8.20.5 Hydraulic system relief pressure: 3600 P.S.I.

X8.20.6 Is Manufacturers standard hydraulic filtering system provided?  YES  NO

## X8.21 Tires and Wheels:

X8.21.1 Are wheels manufacturers recommended size for unit bid?  YES  NO

Specify size 17.5 X 25 L3

X8.21.2 Are tires grader/loader type tubeless radials front and rear?  YES  NO

Specify size: 17.5 X 25

X8.21.3 Overall tire width (outside left to outside right): 7 feet .89 inches

## X8.22 Cab and related accessories:

X8.22.1 Is cab OSHA approved ROPS?  YES  NO

X8.22.2 Is cab insulated and pressurized?  YES  NO

X8.22.3 Is cab equipped with heater, defroster, air conditioning installed by the manufacturer?  YES  NO

X8.22.4 Is cab equipped with wipers and washers front and rear?  YES  NO

X8.22.5 Is Manufacturers tinted safety glass at all locations?  YES  NO

X8.22.6 Are left and right rear view mirrors and in cab rear view mirror provided?  YES  NO

X8.22.7 Does cab have one (1) lockable entry door?  YES  NO

X8.22.8 Are doors hinged at rear to provide front to back opening  YES  NO

X8.22.9 Is unit provided with non-skid steps and hand holds  YES  NO

X8.22.10 Is seat cloth type with scotchguard or equal and with adjustable seat belt  YES  NO

X8.22.11 Is seat equipped with adjustable arm rests?  YES  NO

X8.22.12 Does seat provide height and weight adjustments?  YES  NO

X8.22.13 Is unit equipped with adjustable tilt and telescoping steering wheel for easier operator control?  YES  NO

X8.22.14 Are fenders provided front and rear?  YES  NO

X8.22.15 Is fire extinguisher provided and mounted on unit?  YES  NO

X8.22.16 Is AM/FM radio provided and installed in unit?  YES  NO

**X8.23 Lighting System:**

- X8.23.1 Is unit equipped with two (2) hi/low halogen beam front lights for trammimg and working?  YES  NO
- X8.23.2 Does unit have four (4) work lights; two (2) front/two (2) rear cab mounted work lights  YES  NO
- X8.23.3 Does unit have flash/turn signals (front and rear),stoplights, and taillights?  YES  NO
- X8.23.4 Does unit have console and dome lighting?  YES  NO
- X8.23.5 Is unit equipped with low profile high intensity strobe light mounted at top rear of cab as specified  YES  NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_

X8.23.6 Is unit equipped with audible OSHA approved reverse alarm?  YES  NO

X8.23.7 Is articulation locking bar and pin provided?  YES  NO

**X8.24 Unit Instrumentation:**

- X8.24.1 Tachometer?  YES  NO
- X8.24.2 Speedometer?  YES  NO
- X8.24.3 Does hour meter operate from engine operation?  YES  NO
- X8.24.4 Fuel gauge?  YES  NO
- X8.24.5 Ammeter/ or volt meter?  YES  NO
- X8.24.6 Does coolant temperature indicator have audible buzzer or visual warning light?  YES  NO
- X8.24.7 Does engine oil pressure indicator have audible buzzer or visual warning light?  YES  NO
- X8.24.8 Does unit have transmission oil temperature indicator?  YES  NO
- X8.24.9 Does unit have transmission oil pressure indicator?  YES  NO

X8.24.10 All features considered to be standard equipment not addressed above:

JD Link (GPS)

X8.24.11 Will unit be delivered to WV DOH with manufacturer's safety decals and features intact?  YES  NO

X8.24.12 Is one (1) complete set of replacement filters for each unit provided?  YES  NO

X8.25 Bucket:

X8.25.1 Bucket capacity struck: 2 Cu Yd. Heaped capacity: 2.5 Cu Yd

X8.25.2 Bucket width: 100 inches

X8.25.3 Bucket roll back 42 degrees at ground level and dump at full height 55 degrees

X8.25.4 Does unit have automatic return to work level for bucket and attachments  YES  NO

X8.25.5 Are replaceable cutting edge and bottom wear strips provided  YES  NO

X8.25.6 Is cutting edge welded to bucket and bolt on replaceable cutting edge mounted under it?  YES  NO

X8.25.7 Digging depth below horizontal (bucket level): 1.4 inches

X8.26 Forks:

X8.26.1 Are forks heavy duty steel construction?  YES  NO

X8.26.2 Is carriage of heavy duty steel construction?  YES  NO

X8.26.3 Carriage size: 60 inch side plates and \_\_\_\_\_ inches wide?

X8.26.4 Tines/Forks: 48 inches wide and \_\_\_\_\_ inches long

X8.26.5 Tines/Forks: 2" inches thick at heel and forged solid steel  YES  NO

X8.26.6 Tines/Forks mounted on \_\_\_\_\_ inches diameter round bar

Adjustable laterally 6 inches

X8.27 Material Handling Boom:

X8.27.1 Is material handling boom of heavy duty construction with hook?  YES  NO

X8.27.2 Boom has 3 locking sections Boom reach: 13'1" feet

X8.28 Paint:

X8.28.1 Is endloader painted Federal Standard White 595A (NO. 17875)?  YES  NO

*See Addendum*

X8.28.2 Will detail/decorative stripes be provided and installed on unit by successful bidder?  YES  NO

X8.28.3 Are stripe(s) width 4 inches as specified?  YES  NO

X8.28.4 Does striping method and striping material meet required specifications quoted in sections 8.28.4; 8.28.5; and 8.28.6?  YES  NO

If NO, explain \_\_\_\_\_

\_\_\_\_\_

X8.28.7 Describe color and type of material of upper stripe:

\_\_\_\_\_

\_\_\_\_\_

X8.28.8 Describe color and type of material of lower stripe:

\_\_\_\_\_

\_\_\_\_\_

8.28.9 Will bidder consult WV DOH on proposed striping?  YES  NO

X8.28.10 Has bidder attached paint plan (chips/samples/striping details) to compliance form?  YES  NO

If no will samples be submitted?  YES  NO

X8.28.11 Describe manufacturers paint procedure as specified in sections 8.28.11; 8.28.12; and 8.28.13

\_\_\_\_\_

\_\_\_\_\_

- X8.28.14 Is white paint specified applied over top of manufacturer's standard color?  
\_\_\_\_\_ YES  NO
- X8.28.15 Are areas of distinct color(s) (e.g. safety reason) be painted as they normally would?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
- X8.29 Does proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
- X8.30 Does unit conform to the advertising guidelines? \_\_\_\_\_ YES \_\_\_\_\_ NO
- X8.31 Preventive Maintenance and Operators Orientation/Training:
- X8.31.1 Have you attached a copy of proposed training program. Attach schedule describing course offered with a brief explanation of each subject with the time required for each class. Do not attach instruction material or manuals. Will you furnish all training aids; i.e. videos, projectors, etc., required in conducting the training?  
 YES  NO

## STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

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

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

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

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### A. STANDARD WARRANTY - GENERAL PROVISIONS

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

### B. WHAT IS COVERED BY STANDARD WARRANTY -

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

### C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.



2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F, below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

#### E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost

due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).

15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### G. PARTS REPLACED UNDER WARRANTY -

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

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John

Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

**J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

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

**K. NO DEALER WARRANTY -**

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

**L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Rev 09/08

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: Leslie Equipment Co. Signed: Mark Shuler  
 Date: 3-24-11 Title: Branch Manager

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

RFQ No. 7011EC16

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 owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

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

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: Leslie Equipment Co.

Authorized Signature: *Tammy K. Harless* Date: 3-24-11

State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 24 day of March, 2011.

My Commission expires 6-29-2014, 2014

AFFIX SEAL HERE

NOTARY PUBLIC *Tammy K. Harless*

