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

MIDDLETOWN TRACTOR SALES

2345 WHITEHALL BLVD

FAIRMONT WV 26554

304-366-4690

# Request for

DNR210233

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

SH-p T O

DIVISION OF NATURAL RESOURCES STONEWALL JACKSON STATE PARK ATTN: PARK SUPERINTENDENT 149 STATE PARK TRAIL ROANOKE, WV

26447 304-269-0523

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TITLE		FE	ein .				ADI	RESS CHANGI	ES TO BE NOTED ABOVE

The West Virginia Purchasing Division for the West Virginia Division of Natural Resources is requesting bids for the purchase of one (1) Forestry Grade Compact Track Loader with Rotary Mulcher Attachment. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

#### **General Specifications:**

The Forestry Grade Compact Track Loader with Rotary Mulcher Attachment must be manufactured for commercial use. All items must be new (2010 model).

#### Information for Bidders:

Bidders must submit a unit price bid for each item to furnish all items specified.

#### Damaged Items:

Damaged or defective items must be replaced at no additional expense to The West Virginia Division of Natural Resources.

#### Warranty:

The equipment must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

#### Forestry Grade Compact Track Loader with Rotary Mulcher Attachment

Forestry grade loader/rotary mulcher must meet the following specifications:

- Must have a diesel engine with a minimum gross horsepower of 95 HP.
- Must have general purpose tracks with minimum track width of 17 inches.
- Must have a hydrostatic powertrain
- Must have a heavy duty independent suspension of undercarriage
- Must have pilot joystick controls
- Must have a suspension seat with lap and shoulder belts and seat belt
- Must have auxiliary hydraulic (quick connect fittings) with low flow maximum of 25 gpm and high flow maximum of 40 gpm
- Must have an engine block heater
- Must be ROPS/FOPS/OPS (certified)

- Must have indicators warning lights for engine oil pressure, hot hydraulic oil and low battery voltage and a tachometer gauge, engine temperature gauge, and a fuel level gauge
- Must have front and rear emergency exits and a heavy duty polycarbonate door (severe duty)
   and wiper
- Must have light, hood, window, hose and cylinder, and condenser guards and skid plates and heavy duty grill
- Must have a climate control system with high output with a/c, heat and service access
- Must not exceed 14,500 lbs. (total weight) for entire package (track loader and mulcher attachment)
- Must have a heavy duty rotary drum (quick attach) mulcher attachment with steel push bar which has a minimum cutting width of 60 inches and maximum outside width of 75 inches.
   Rotary drum must have a hydraulic brake.
- Must have a horn and back-up alarm

#### Forestry Loader/Mulcher to be delivered to the following location:

Stonewall Jackson Wildlife Management Area Lewis County 114 Old Georgetown Road, Roanoke, WV Contact: Gary Foster (304-637-0245) for delivery information

FORESTRY MULCHER PRICING SHEET

TEM NO.	ITEM NO. QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
ત્ન	П	Forestry Grade Compact Track Loader &	7	/
		Rotary Mulcher Attachment	284684 2 P84684 21	P84684.0
			TOTAL COST	

# Forestry Mulcher Manufacturer's List

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation. mandatory requirements stated in the specifications. Vendors should note the areas of the provided if bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the

ITEM NO.	EQUIPMENT	MANUFACTURER	MODEL
	The state of the s		
1	Forestry Grade Compact Track Loader & Rotary	JOHN DEFERE	3330T
	Mulcher Attachment	JOHN DEERE MH GO	S E S

#### WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. Only)

LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. Only)
 A. GENERAL PROVISIONS - The warranties described below are provided by Deere & Company ("John Deere") to the original purchasers of new Agricultural and Commercial & Consumer Equipment from John Deere or authorized John Deere dealers. These warranties apply only to equipment intended for sale in the U.S. Under these warranties, John Deere will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in the U.S. or Canada, and authorized by John Deere to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer. John Deere's Obligation shall not apply to Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty period.
 B. WHAT IS WARRANTED - All parts of any new John Deere product, except non-John Deere engines in self-propelled Forage Harvesters, tires, radios, and batteries (which are warranted under separate documents provided with each product), are warranted for the number of

tires, radios, and batteries (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below. LAMAI & CADDEN EQUIDMEN

, ,	•	LAWN & GARDEN EQUIPMENT	WARRANTY TERM
AGRICULTURAL	WARRANTY TERM	All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for equipment listed in 2 below)	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
PRODUCTS	24 Months - Or	100, L100 and G100 Series Tractors and Attachments and Walk-Behind Mowers under 36*	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
TRACTORS	2,000 Hours Whichever Comes First *	COMMERCIAL EQUIPMENT	WARRANTY TERM
SCRAPERS	6 Months	Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Z-TRAK Mowers, Commercial Walk Behind Mowers (36* or a specific process).	24 Months
OTHER PRODUCTS,		larger), and 7-IRON Mower Decks	24 Morals
Including Ag Management	12 Months	Utility Tractors, Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes Firs
Solutions (AMS) Products		a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes Firs
ENGINES IN SELF-PROPELLED	24 Months - Or	<ol> <li>Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 3,4,5</li> </ol>	12 Months or 1000 Hours, Whichever Comes Firs
PRODUCTS OTHER	2,000 Hours Whichever Comes First	UTILITY ALL TERRAIN VEHICLES	WARRANTY TERM
THAN TRACTORS	Williamerel Comes First	6) Utility All Terrain Vehicles (UATV) and attachments	6 Months

Engine Items Covered - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsional damper, manifolds and engine oil cooler,

Engine Items Not Covered during months 13 through 24 - Oil filler tube, engine filters and filter gaskets, air cleaners and associated parts, engine mounts and supports, all pulleys and belts, starter, alternator, linkage and cables, radiator, and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, cold weather starting aids, fan and fan drives.

\* Warranty Term for all tractors used in Earthmoving applications (other than those designated as "Scraper" tractors and ordered from the factory as such) is 90 Days.

Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the dealer, on the

purchase order). Sweeps, Shovels, Plow Shares and Disk Blades - A replacement part will be furnished without charge if the following John Deere items

break during the applicable warranty term, subject to these conditions:

SWEEPS & SHOVELS - When breakage occurs on items which do not show appreciable wear.

PLOW SHARES - When breakage occurs before the plow share reaches the following wear limits (labor not included - wear to be measured perpendicularly across the middle of the front bolt hole): INCH DIMENSION SHARES: 1/2 inch of wear (3½ inches remaining); METRIC DIMENSION SHARES: 15mm of wear (100mm remaining).

DISK BLADES - When warrantable breaks occurs as shown in the constant of the first both and the short of the first both as a shown in the constant of the first both and the short of the first both as a shown in the constant of the first both as the short of the

DISK BLADES - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent of the

DISK BLADES - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent or the original diameter (center breakage excluded).

WHEN APPLICABLE, A SEPARATE EMISSIONS WARRANTY STATEMENT WILL BE PROVIDED BY YOUR JOHN DEERE DEALER.

WHAT IS NOT WARRANTED - JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Products; (2) Frontier Equipment™ products. Warranty is the responsibility of the original manufacturer. The customer should contact a Frontier Equipment™ dealer for details; (3) Any product that has been altered or modified in ways not approved by John Deere: including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (4) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator Manual recommendations; (5) Normal maintenance parts and service including, but not limited to, oil, filters, coolants, and conditioners, cutting parts, belts, brake and clutch linings; (6) UATV if used for racing or any other competitive activity.

D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, dischedulated at the bousings, clutch housings, MFWD front axie assembly, and all parts contained therein (does not include the housings, clutch housings, MFWD front axie assembly, and all parts contained therein (does not include the parts contained therein (does not include outcome) discontinuous distributions of the parts of

Powertrain: hydrostatic transmission, transmission case, differential and axie nousings, clutch nousings, MFWD front axie assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

E. SECURING WARRANTY SERVICE - To secure warranty service, purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.

F. NO IMPLIED WARRANTY OR OTHER REMEDY - AGRICULTURAL PRODUCTS - Where permitted by law, neither John Deere or any second of the company of the dealer of the quality or performance, or freedom.

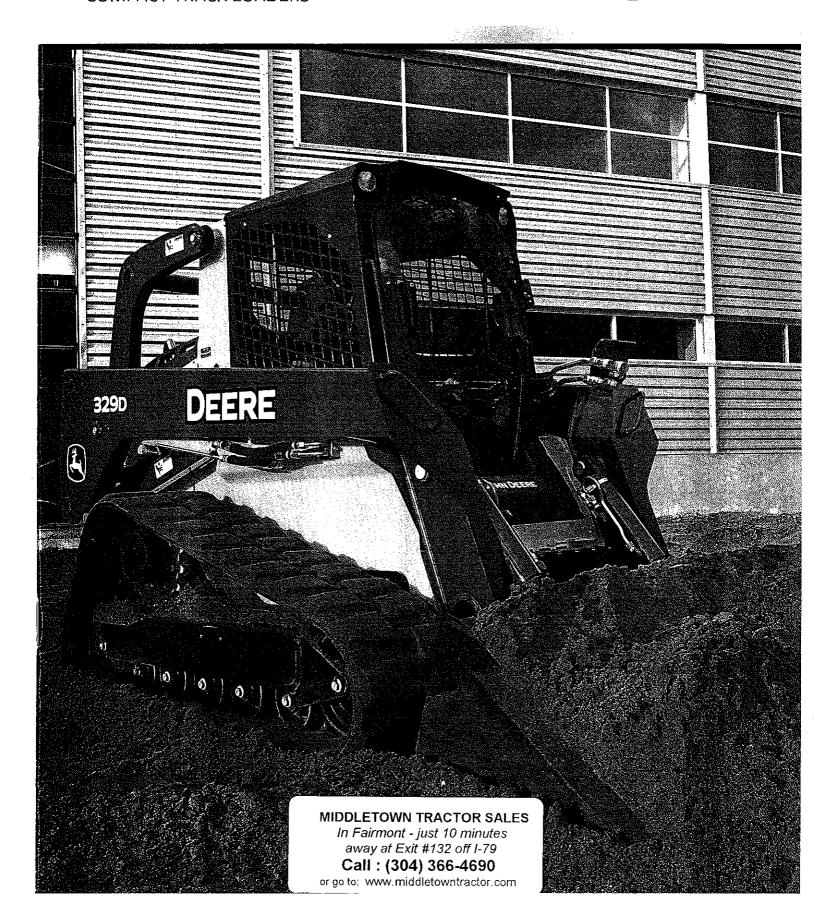
- dealer of service center within a reasonable period of time.

  NO IMPLIED WARRANTY OR OTHER REMEDY AGRICULTURAL PRODUCTS Where permitted by law, neither John Deere or any company affiliated with it makes any warranties, representations, or promises, express or implied as to the quality or performance, or freedom from defect of its agricultural products other than those set forth above, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. The only remedies the purchaser has in connection with the breach of performance of any warranty on John Deere agricultural products are those set forth above.

  LIMITATION OF IMPLIED WARRANTIES OR OTHER REMEDIES COMMERCIAL & CONSUMER EQUIPMENT To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, or promises express or implied as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, a
- H. NO DEALER WARRANTY THE SELLING DEALER MAKES NO WARRANTY OF ITS OWN AND 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.
- If further information is desired, contact your selling dealer or DEERE & COMPANY MOLINE, IL at 1-866-993-3373.

# D-SERIES COMPACT TRACK LOADERS





### 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 preceded to the date of this continuously in West Virginia for four (4).
_X_	ing the date of this certification; <b>or</b> ,  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 immediate preceding the date of this certification; <b>or</b> ,
 	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residen and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (verse immediately preceding the date of this certification; or,
2. X-	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 employed working on the project being bid are residents of West Virginia who have resided in the state continuously for the two year 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 a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing 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. X	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 Gua and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid 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, if purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid at continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees a residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet t ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a pena t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agen acted from any unpaid balance on the contract or purchase order.
authorize the required	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division a zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has pa uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other informati d by the Tax Commissioner to be confidential.
 and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is tr curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificates es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	Middletown Treater Sales
Date:	19 June 2010 Title: Sales Consultant
*Check a	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No.	DNR210233	

#### 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: Middletown Tractor	Sales	
Authorized Signature: Millip a	fattullo	Date: 25 June 2010
State of WV		
County of TAYLOR, to-wit:	•	
Taken, subscribed, and sworn to before me the	nis <u>35</u> day of <u>JUNE</u>	, 20 <u><i>10</i></u> .
My Commission expires $9 - 30$	_	
AFFIX SEAL HERE	NOTARY PUBLIC	Beatru & Stevens

