

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

MH JCB
(Company)

Eric White
(Authorized Signature)

Eric White, Sales Rep.
(Representative Name, Title)

304-776-6900 304-776-6966
(Phone Number) (Fax Number)

10/22/13
(Date)

10/22/13 10:08:28 AM
West Virginia Purchasing Division

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 7014EC01

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

MH JCB
 Company
Eric White
 Authorized Signature
10/22/13
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Exception to Non-Mandatory Specifications:** Exception to a non-mandatory specification may be made by the bidder, providing the exception is not available from the manufacturer. Any exception must be indicated on a separate attachment and labeled as "Exceptions to Specifications" and supported by documentation from the manufacturer. 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.
- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.
- Contract Manager: Brian Detrich
Telephone Number: 304-776-6900
Fax Number: 304-776-6966
Email Address: bdetrich@mhequipment.com

- 7.5 **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 the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/Maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

- 7.6 **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 operators and mechanics updated, the successful vendor

Exhibit A	Cost Sheet	RFQ 7014EC01
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Reference Item Number to specifications

Item Number	Estimated Quantity	Unit of measure	Description	Unit Price	Total
3.1.1	10	Each	One complete Unit: Skid Steer Cat 246D or equal.	\$39,375	\$393,750
3.3.1	2	Each	Auger/Woods, model HA 25 or equal	\$2,250	\$4,500
3.3.1.1	2	Each	a. 6"x50" head minimum	\$275	\$550
	2	Each	b. 12"x50" head minimum	\$425	\$850
	2	Each	c. 24"x50" head minimum	\$690	\$1,380
3.3.1.2	2	Each	a. 12" extension	\$235	\$470
	2	Each	b. 24" extension	\$340	\$680
	2	Each	c. 48" extension	\$550	\$1,100
3.3.2	2	Each	Auger/Woods, model HA 30 or equal	\$3,450	\$6,900
3.3.2.1	2	Each	a. 6"x50" head minimum	\$275	\$550
	2	Each	b. 12"x50" head minimum	\$425	\$850
	2	Each	c. 24"x50" head minimum	\$690	\$1,380
3.3.2.2	2	Each	a. 12" extension	\$235	\$470
	2	Each	b. 24" extension	\$340	\$680
	2	Each	c. 48" extension	\$550	\$1,100
3.3.3	2	Each	Backhoe w/12" bucket/Attachment Technologies, model 509 or equal	\$12,250	\$24,500
3.3.4	2	Each	Backhoe w/12" bucket/Attachment Technologies, model 511 or equal	\$12,575	\$25,150
3.3.5	2	Each	Backhoe w/12" bucket/Attachment Technologies, model 609 or equal	\$13,100	\$26,200

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.6	2	Each	Backhoe w/12" bucket/ Attachment Technologies, model 611 or equal	\$13,500	\$27,000
3.3.7	2	Each	Backhoe Mini/FFC Attachments, model MB12 or equal	\$2,675	\$5,350
3.3.8	2	Each	Backhoe Mini/FFC Attachments, model MB18 or equal	\$2,725	\$5,450
3.3.9	2	Each	Backhoe Mini/FFC Attachments model model MB24 or equal	\$2,750	\$5,500
3.3.10	2	Each	Blade-Dozer/Attachment Technologies, model DB96 or equal	\$6,500	\$13,000
3.3.11	2	Each	Boom-Material Handling/Attachment Technologies MH66 or equal	\$850	\$1,700
3.3.12	2	Each	Breaker-Hydraulic/Komatsu, model JPB 210 or equal	\$8,650	\$17,300
3.3.13	2	Each	Broom-Angle-Poly/Wire Attachment Technologies, model AB84 or equal	\$5,900	\$11,800
3.3.14	2	Each	Broom-General Purpose Pickup/Woods, Model PB 68 or equal	\$3,850	\$7,700

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.15	2	Each	Brush Cutter/FFC Attachments, model LAF 3772 or equal	\$5,750	\$11,500
3.3.16	2	Each	Bucket-Brush Grapple/Attachment Tech., model BG 84 or equal	\$4,450	\$8,900
3.3.17	2	Each	Bucket-Forked Scrap Grapple/FFC Attachments, model FSG 63 or equal	\$3,500	\$7,000
3.3.18	2	Each	Bucket-Forked Scrap Grapple/FFC Attachments, model FSG 72 or equal	\$3,750	\$7,500
3.3.19	2	Each	Bucket-General Purpose/Woods Model GP 68S or equal	\$1,000	\$2,000
3.3.20	2	Each	Bucket-General Purpose/Woods Model GP 73S or equal	\$1,050	\$2,100
3.3.21	2	Each	Bucket-General Purpose/Woods, model GP 68L or equal	\$1,100	\$2,200
3.3.22	2	Each	Bucket-General Purpose/Woods, model GP 73L or equal	\$1,350	\$2,700
3.3.23	2	Each	Bucket-General Purpose Utility & Light Material/Woods, model UT72 or equal	\$1,600	\$3,200

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.24	2	Each	Buckets-General Purpose Utility & Light Material/Woods, model LM 72 or equal	\$1,650	\$3,300
3.3.25	2	Each	Buckets-General Purpose Utility & Light Material/Woods, model LM 78 or equal	\$1,750	\$3,500
3.3.26	2	Each	Buckets-General Purpose Utility & Light Material/Woods, model LM 84 or equal	\$1,850	\$3,700
3.3.27	2	Each	Bucket-Heavy Duty Scrap Grapple/Woods model SG72 or equal	\$2,950	\$5,900
3.3.28	2	Each	Bucket-Heavy Duty Scrap Grapple/Woods model SG78 or equal	\$3,150	\$6,300
3.3.29	2	Each	Bucket-Multi-purpose/Woods, model MP73 or equal	\$3,750	\$7,500
3.3.30	2	Each	Bucket-Multi-purpose/Woods, model MP78 or equal	\$3,750	\$7,500
3.3.31	2	Each	Bucket-Rock/Attachment Technologies, model RB 75 or equal	\$1,850	\$3,700
3.3.32	2	Each	Cold Planer/Woods, model CP12 or equal	\$8,650	\$17,300

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.33	2	Each	Cold Planer/Woods, model CP16 or equal	\$13,950	\$27,900
3.3.34	2	Each	Cold Planer/Woods, model CP18 or equal	\$14,250	\$28,500
3.3.35	2	Each	Cold Planer/Woods, model CP24 or equal	\$15,550	\$31,100
3.3.36	2	Each	Cold Planer/Woods, model CP30 or equal	\$17,850	\$35,700
3.3.37	2	Each	Cold Planer-High Flow/Bradco, model HP1000 or equal	\$25,400	\$50,800
3.3.38	2	Each	Cold Planer-High Flow/FFC Attachments, model AF5436 or equal	\$25,300	\$50,600
3.3.39	2	Each	Concrete Claw/FFC Attachments, model 10024 or equal	\$2,100	\$4,200
3.3.40	2	Each	Forks-Pallet/Attachment Technologies, model PF 48 or equal	\$1,350	\$2,700
3.3.41	2	Each	Grapple-Log Fork/FFC Attachments, model LG 28 or equal	\$4,275	\$8,550

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.42	2	Each	Hitch-Three Point/Woods, model TH3000 or equal	\$1,250	\$2,500
3.3.43	2	Each	Postmaster-w/Tilt Attachments/Bradco, model 4800 or equal	\$9,950	\$19,900
3.3.44	2	Each	Power Rake-Manual Angling/FFC Attachments, model PRA90 or equal	\$8,950	\$17,900
3.3.44.1	2	Each	Power Rake Hydraulic Angling	\$9,950	\$19,900
3.3.45	2	Each	Preparator/FFC Attachments model P76 or equal	\$8,750	\$17,500
3.3.46	2	Each	Rock Wheel w/ 50 Gallon Water kit/Woods, model RW12 or equal	\$15,000	\$30,000
3.3.47	2	Each	Rock Wheel w/ 50 Gallon Water kit/Woods, model RW18 or equal	\$15,500	\$31,000
3.3.48	2	Each	Rock Wheel w/ 50 Gallon Water Kit/Woods, model RW24 or equal	\$16,500	\$33,000
3.3.49	2	Each	Roller-Vibratory/Woods, model VR66A or equal	\$8,500	\$17,000

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.50	2	Each	Roller Vibratory/Woods, model VR73A or equal	\$8,750	\$17,500
3.3.51	2	Each	Scarifier/Woods, model SF3000 or equal	\$2,000	\$4,000
3.3.52	2	Each	Snow Blade/FFC Attachments model SB 96 or equal	\$3,150	\$6,300
3.3.53	2	Each	Snow Blower/FFC Attachments, model 84 or equal	\$6,350	\$12,700
3.3.54	2	Each	Snow Blower/FFC Attachments, model 84H or equal	\$11,500	\$23,000
3.3.55	2	Each	Stump Grinder/Woods, model SG 20 or equal	\$5,750	\$11,500
3.3.56	2	Each	Stump Grinder/Woods, model SG 40 or equal	\$6,000	\$12,000
3.3.57	2	Each	Stump Grinder/Woods, model SG 60 or equal	\$7,100	\$14,200
3.3.58	2	Each	Tiller/Woods, model TL 73 or equal	\$5,200	\$10,400
3.3.59	2	Each	Tiller/Woods, model TL 84 or equal	\$6,250	\$12,500

Exhibit A

Cost Sheet

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
3.3.60	2	Each	Tree Spade/FFC Attachments, model TS36 or equal	\$1,425	\$2,850
3.3.61	2	Each	Tree Spade/FFC Attachments, model TS 40 or equal	\$1,425	\$2,850
3.3.62	2	Each	Tree Spade/FFC Attachments, model TS 42 or equal	\$1,500	\$3,000
3.3.63	2	Each	Tree Spade/FFC Attachments, model TS 44 or equal	\$1,500	\$3,000
3.3.64	2	Each	Tree Spade/FFC Attachments, model TS 48 or equal	\$1,600	\$3,200
3.3.65	2	Each	Trencher/Attachment Technologies, model 615 or equal	\$5,500	\$11,000
3.3.66	2	Each	Trencher/Attachment Technologies, model 625 or equal	\$6,750	\$13,500
3.3.67	2	Each	Trencher/Attachment Technologies, model 650 C or equal	\$6,900	\$13,800
				Grand Total	\$1,297,710

Vendor shall supply make, model and year for the following items

Item Number

3.1.1 Skid Steer- 2014 JCB 225 Skid Steer Loader

3.3.1 Auger- 2014 Woods HA20

3.3.1.1 a. 6"x50" head min.- 2014 Woods 6"x50"

b. 12"x50"head min.- 2014 Woods 12"x50"

c. 24"x50"head min.- 2014 Woods 24"x50"

3.3.1.2 a. 12" extensions- 2014 Woods 12" ext.

b. 24" extensions- 2014 Woods 24" ext.

c. 48" extensions- 2014 Woods 48" ext.

3.3.2 Auger- 2014 Woods HA30

3.3.2.1 a. 6"x50" head min.- 2014 Woods 6"x50"

b. 12"x50"head min.- 2014 Woods 12"x50"

c. 24"x50"head min.- 2014 Woods 24"x50"

3.3.2.2 a. 12" extensions- 2014 Woods 12" ext.

Exhibit A

Cost Sheet Continuation

b. 24" extensions- 2014 Woods 24" ext.

c. 48" extensions- 2014 Woods 48" ext.

3.3.3 Backhoe w/12" bucket- 2014 Bradco 509

3.3.4 Backhoe w/12" bucket- 2014 Bradco 511

3.3.5 Backhoe w/12" bucket- 2014 Bradco 6100

3.3.6 Backhoe w/12" bucket- 2014 Bradco 61201

3.3.7 Backhoe Mini- 2014 FFC MB12

3.3.8 Backhoe Mini- 2014 FFC MB18

3.3.9 Backhoe Mini- 2014 FFCMB24

3.3.10 Blade-Dozer- 2014 Attachment Technologies DB96

3.3.11 Boom-Material Handling- 2014 Bradco MH Arm

3.3.12 Breaker-Hydraulic- 2014 Kent FX45

3.3.13 Broom-Angle-Poly/Wire- 2014 Attachment Tech. AB 84

3.3.14 Broom-General Purpose Pickup- 2014 Woods PB720-2

3.3.15 Brush Cutter- 2014 Bradco 72" SF Rotary Cutter

3.3.16 Bucket-Brush Grapple- 2014 FFC BG84

Exhibit A

Cost Sheet Continuation

- 3.3.17 Bucket-Forked Scrap Grapple- 2014 FFG FSG 66"
- 3.3.18 Bucket-Forked Scrap Grapple- 2014 FFC FSG 72"
- 3.3.19 Bucket-General Purpose- 2014 Woods LPSB-66
- 3.3.20 Bucket-General Purpose- 2014 Woods LPSB-73
- 3.3.21 Bucket-General Purpose- 2014 Woods LPLB-66
- 3.3.22 Bucket-General Purpose- 2014 Woods LPLB-73
- 3.3.23 Buckets-General Purpose Utility & Light Materials- 2014 Woods UT-73
- 3.3.24 Buckets -General Purpose Utility & Light Materials- 2014 Woods HC-73
- 3.3.25 Buckets-General Purpose Utility & Light Material- 2014 Woods HC-78
- 3.3.26 Buckets-General Purpose Utility & Light Material- 2014 Woods HC-84
- 3.3.27 Bucket-Heavy Duty Scrap Grapple- 2014 Woods HLSG73
- 3.3.28 Bucket-Heavy Duty Scrap Grapple- 2014 Woods HLSG78
- 3.3.29 Bucket-Multi-Purpose- 2014 Bradco MP73
- 3.3.30 Bucket-Multi-Purpose- 2014 Bradco MP78
- 3.3.31 Bucket-Rock- 2014 Bradco RB75
- 3.3.32 Cold Planer- 2014 FFC LAF5412

Exhibit A

Cost Sheet Continuation

- 3.3.33 Cold Planer- 2014 Woods CP16
- 3.3.34 Cold Planer- 2014 Woods CP18
- 3.3.35 Cold Planer- 2014 Woods CP24
- 3.3.36 Cold Planer- 2014 Woods CP30
- 3.3.37 Cold Planer- High Flow- 2014 Bradco HP1000
- 3.3.38 Cold Planer- High Flow- 2014 FFC LAF5436
- 3.3.39 Concrete Claw- 2014 FFC 10024
- 3.3.40 Fork-Pallet- 2014 Bradco PF 48"
- 3.3.41 Grapple-Log Fork- 2014 FFC LG28
- 3.3.42 Hitch-Three Point- 2014 FFC LAF1702
- 3.3.43 Postmaster w/tilt attachment- 2014 Bradco PD4800
- 3.3.44 Power Rake Manual Angling- 2014 FFC LAF5690
- 3.3.44.1 Power Rake Hydraulic Angling- 2014 FFC LAF5690 Hydraulic
- 3.3.45 Preparator- 2014 FFC P76
- 3.3.46 Rock Wheel w/50 gallon Water Kit- 2014 Woods RW1225
- 3.3.47 Rock Wheel w/50 gallon Water Kit- 2014 Woods RW1825

Exhibit A

Cost Sheet Continuation

3.3.48 Rock Wheel w/50 gallon Water Kit- 2014 Woods RW2425

3.3.49 Roller-Vibratory- 2014 Woods VR66

3.3.50 Roller-Vibratory- 2014 Woods VR73

3.3.51 Scarifier- 2014 FFC LAF2201

3.3.52 Snow Blade- 2014 FFC SB96

3.3.53 Snow Blower- 2014 FFC84

3.3.54 Snow Blower- 2014 FFC84 H

3.3.55 Stump Grinder- 2014 Woods SG20B

3.3.56 Stump Grinder- 2014 Woods SG40B

3.3.57 Stump Grinder- 2014 Woods SG60B

3.3.58 Tiller- 2014 Woods TL73

3.3.59 Tiller- 2014 Woods TL84

3.3.60 Tree Spade- 2014 FFC TS36

3.3.61 Tree Spade- 2014 FFC TS40

3.3.62 Tree Spade- 2014 FFC TS42

3.3.63 Tree Spade- 2014 FFC TS44

Exhibit A

Cost Sheet Continuation

3.3.64 Tree Spade- 2014 FFC TS48

3.3.65 Trencher- 2014 Bradco 625

3.3.66 Trencher- 2014 Bradco 640

3.3.67 Trencher- 2014 Bradco HF

RFQ No. 7014EC01

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MH JCB

Authorized Signature: Eric White Date: 10/22/13

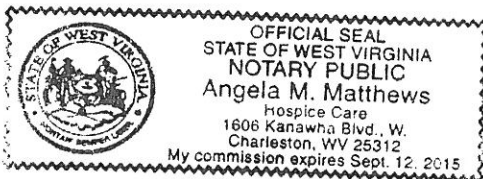
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of October, 2013.

My Commission expires September 12, 2015.

AFFIX SEAL HERE



NOTARY PUBLIC Angela M. Matthews
Purchasing Affidavit (Revised 07/01/2012)

NOTE:
Vendor and Notary's date must be the same.
Notary required to **AFFIX SEAL** on Purchasing Affidavit.