



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

## Request for Quotation

RFQ NUMBER
706EC011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

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\*709043751 304-366-4690  
MIDDLETOWN TRACTOR SALES  
2032 FAIRMONT AVE  
  
FAIRMONT WV 26554

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2006	NET30	TRUCK	DESTINATION	PREPAID

BID OPENING DATE:

07/12/2006

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-65	\$31,760.00	\$31,760.00
MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER						
Motrim 21' Boom Chopper with 4BH (48") or 5BH (60") Cutting Head (Customer's Choice)						
OPEN END CONTRACT						
Note: If the customer should choose the open center cast steel pump and motor system deduct \$2,200.00 net each						
TO PROVIDE MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 132-1-C.						
THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 06/29/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.						
EXHIBIT 2						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
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)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(304) 366-4690	7-10-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	550547157	

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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01:30PM

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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p>						

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2032 FAIRMONT AVE  
  
FAIRMONT WV 26554

**SHIP TO**

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR</p>						

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4

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PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% 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						
(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 CORPORATION 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.						
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST						

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PAGE
5

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<p>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 ( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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</p>						

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6

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<p>COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>Zach Marsh BIDDER: <u>Middletown Tractor Sales</u></p> <p>DATE: <u>07-10-2006</u></p> <p>SIGNED: <u><i>Zach Marsh</i></u></p> <p>TITLE: <u>Project Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

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				CHARLESTON, WV 25305-0130		
				BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: 33		
				RFQ. NO.: 706EC011		
				BID OPENING DATE AND TIME		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				(304) 366-4698		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				Zach Marsh		
				***** THIS IS THE END OF RFQ 706EC011 ***** TOTAL:		

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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. 132-1-C

OPEN END CONTRACT  
MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

NOTE TO BIDDER: Procurement Specification No. 132-1-C, 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.  
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 706EC011

Bidder's Name: Middletown Tractor Sales

Address: 2032 Fairmont Ave. Fairmont, WV 26554

Telephone Number: (304) 366-4690

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: 22 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60 Calendar Days After Date of Purchase Agreement

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

## X5.0 AWARD CRITERIA:

X5.1	Prices for units in quantities of	1-10	\$31,760.00	per unit
		11-20	\$31,760.00	per unit

## X6.0 SPECIFICATIONS - GENERAL

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

MoTrim Inc 2006 model , 21' Boom Chopper with either 4BH (48") or 5BH(60") head (customer  
 Is descriptive literature, fully describing proposed unit attached to your bid? ☒ YES ☐ NO (Choice)

If not, why? \_\_\_\_\_

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment  
 Division at Buckhannon upon completion of delivery of total units? ☒ YES ☐ NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report)  
 be provided upon inspection of the pilot unit? ☒ YES ☐ NO

## X6.3 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 Training will occur at the earliest possible date not to exceed 10 calendar days from delivery of pilot unit.

Will an Operator's Manual be furnished to the Training Academy? ☒ 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

## X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?   x   YES        NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?   x   YES        NO

## X7.0 SPECIFICATIONS OF MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

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: MoTrim Inc. Model: Boom Chopper 21 Foot

### X7.1 Frame:

X7.1.2 Mounting frame is full length 4 inch x 4 inch x 3/8 inch steel tubing adequately secured to front bolster and rear axle        YES   x   NO see addendum #1

X7.1.3 Main frame of   4   inch x   4   inch x   1/4   inch steel tubing bracing frame with   4   inch x   4   inch x   1/4   inch steel tubing main structure mounted over hood of tractor of   4   inch x   4   inch mounting rail

- X7.1.4 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head   x   YES        NO
- X7.2 Hydraulic Reservoir:
- X7.2.1 Is manufacturer's properly sized hydraulic oil reservoir capable of operating all mower functions including forward, aft, up, down, and rotary head   x   YES        NO
- X7.2.2 Tank has a built in oil level sight glass and thermometer   x   YES        NO
- X7.2.3 Is hydraulic filter capable of providing suitable filtration for system   x   YES        NO
- X7.2.4 Tank equipped with a shut off valve for closing when changing filter or hoses and for draining of tank   x   YES        NO
- X7.2.5 Unit equipped with front piston type pump(s) to operate all mower functions at maximum operation with manufacturer's temperature range   x   YES        NO
- X7.2.6 Hydraulic GPM manufacturers specified to operate all mower functions at maximum efficiency   x   YES        NO
- X7.2.7 Front pump(s) is idle during transport   x   YES        NO
- X7.2.8 Circuit hoses of   1   inch four wire braid
- X7.2.9 Are all hoses routed through conduit and securely fastened for best brush protection   x   YES        NO
- X7.2.10 Deck hoses are four wire braid fitted with cordura sleeving for brush protection   x   YES        NO
- X7.2.11 Mower controls are five (5) section valve controlled through a single electronic joystick   x   YES        NO
- X7.2.12 Valve allows a minimum of   4   functions simultaneously
- X7.2.13 The swing, lift, and dipper sections have individual relief valves to give breakaway protection   x   YES        NO
- X7.2.14 Mower cutter has a 6 second emergency shutdown   x   YES        NO

X7.2.15 Mower head motor takes 6 seconds to wind up to full RPM for a "no-shock-load startup"   x   YES        NO

X7.2.16 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side   x   YES        NO

X7.3 Boom Rest:

X7.3.1 A boom rest is mounted to mower frame to cradle boom during transport   x   YES        NO

X7.3.2 Boom rest takes pressure off all cylinders when in transport   x   YES        NO

X7.3.3 When in stow, tractor and mower are  108  inches with  60  inch rotary and  12  feet high

X7.4 Safety Cage:

X7.4.1 Is a safety cage installed on right side and top of operator's position   x   YES        NO

Also a sloping brush shield over entire hood area   x   YES        NO

X7.4.2 Cage is constructed of expanded metal and permanently mounted to tractor   x   YES        NO

X7.4.3 Is a lexon safety glass window part of the safety cage   x   YES        NO

Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned   x   YES        NO

X7.5 Boom:

X7.5.1 Boom is two (2) piece design with all pivot points having replaceable steel bearings   x   YES        NO

X7.5.2 Pivot pins 1-1/2 inch diameter

X7.5.3 Inner boom made of  6  inch x  6  inch x 3/8 inch steel tubing  
50,000 lb/sq inch yield strength

X7.5.4 Dipper boom made of  5  inch x  5  inch x 3/8 inch steel tubing  
50,000 lb/sq inch yield strength

- X7.5.5 All hinge points are T-1 steel reinforcement ☒ YES ☐ NO
- X7.5.6 Boom swing from stow position 140 degrees forward
- X7.5.7 Boom reach up 21 feet
- X7.5.8 Boom reach out 21 feet from tractor centerline to outside edge or cutting blade arc
- X7.5.9 Boom reach down 12 feet below tractor ground level
- X7.5.10 Boom mower head capable of mowing within inches of rear tractor tire allowing tractor to stay further out of traffic lane ☒ YES ☐ NO

X7.6 Brush Head:

- X7.6.1 Cutting width 48 inches Note: A 60" cutting head is available at no additional charge. It is the customer's choice
- X7.6.2 Top deck A 606
- X7.6.3 Side skirts 3/8 inch steel
- X7.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate ☒ YES ☐ NO
- X7.6.5 Deck has replaceable full length skid shoes ☒ YES ☐ NO
- X7.6.6 Spindle bearings tapered roller type in a sealed housing ☒ YES ☐ NO
- X7.6.7 Blades 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees ☒ YES ☐ NO
- X7.6.8 Blade bolts 1-1/8 inch x 3 heat treated, grade 8 shoulder bolt with a castel nut and roll pin ☒ YES ☐ NO
- X7.6.9 Motor direct drive, splined and totally enclosed excluding chain or flex couplers ☒ YES ☐ NO
- X7.6.10 Motor cast steel and sized to match the hydraulic pump proposed by the mower manufacturer ☒ YES ☐ NO
- X7.6.11 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control ☒ YES ☐ NO
- X7.6.12 Cutter deck rotation 160 degrees

X7.6.13 Rear shield rubber/fabric material ☒ YES ☐ NO

X7.7 Complete unit shall be delivered with all manufacturers safety features intact  
☒ YES ☐ NO

X7.8 Mower is manufacturers standard color ☒ YES ☐ NO

X7.9 Does the proposed unit meet 'OSHA of 1970" requirements ☒ YES ☐ NO

X7.10 Does advertising meet specifications ☒ YES ☐ NO

X7.11 Preventive Maintenance and Operators Orientation/Training

X7.11.1 Will a preventive maintenance and operator's training seminar be provided as requested? ☒ YES ☐ NO

Will manuals, booklets, etc, explaining preventive maintenance, operator procedures, and service schedule be delivered with the unit ☒ YES ☐ NO

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

Will you furnish all training aids ☒ YES ☐ NO



# A F F I D A V I T

**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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Middletown Tractor Sales

Authorized Signature: \_\_\_\_\_

Date: 07-10-2006



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

# Request for Quotation

RFQ NUMBER
706EC011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

**VENDOR**

\*709043751 304-366-4690  
MIDDLETOWN TRACTOR SALES  
2032 FAIRMONT AVE  
  
FAIRMONT WV 26554

**SHIP TO**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/30/2006	NET30	Truck	Destination	Prepaid

BID OPENING DATE: 07/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-65	\$31,760.00	\$31,760.00
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
Motrim 21' Boom Chopperwith 4BH (48") or 5BH (60") Cutting head(customer's choice)						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER						
***** THIS IS THE END OF RFQ 706EC011 ***** TOTAL:						\$31,760.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>James G. Jones</i>	TELEPHONE (304) 366-4690	DATE 7-10-78
TITLE <i>Pro</i>	FEBIN 550547157	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1  
706EC011

OPEN END CONTRACT  
MID-MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

Changes to Bidder's Evaluation Report:

FROM:

1. X7.1.2 Mounting frame is full length 4 inch x 4 inch x 3/8 inch steel tubing adequately secured to front bolster and rear axle ☐ YES ☐ NO

TO:

1. X7.1.2 Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle ☒ YES ☐ NO

FROM:

2. X7.2.5 Unit equipped with front piston type pump(s) to operate all mower functions at maximum operation with manufacturer's temperature range ☐ YES ☐ NO

TO:

2. X7.2.5 Unit equipped with front piston type pump(s) to operate all mower functions at maximum operation with manufacturer's temperature range excluding the use of tractor hydraulics ☒ YES ☐ NO

3. X7.5.3 No Change Required

4. X7.5.4 No Change Required

A handwritten signature in black ink, appearing to be 'JMB', is located in the bottom right corner of the page.

# **X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

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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.

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

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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: _____ % 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 \$ \_\_\_\_\_ per mechanic hour

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

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

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

E. Specify period of time that prices are in effect: \_\_\_\_\_

F. Surcharge for miscellaneous items: \_\_\_\_\_ %

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER=S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

## LIMITED WARRANTY

MoTrim Incorporated hereby warrants each new MoTrim Mower sold by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good at its designated factory any part or parts thereof, including all equipment, except cutting knives, hose, ledger plates, rock guards, and rubber bushings supplied by it as standard or optional equipment, which shall, within twelve (12) months (Six months for commercial mowing contractors) after making delivery of such mower to the original purchaser, be returned to MoTrim Incorporated's designated factory with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective.

This warranty is expressly in lieu of all other warranties express or implied, and of all other obligations or liabilities on the part of MoTrim Incorporated which neither assumes or authorizes anyone else to assume for it any other obligation or liability, or to give any other warranty or make any other representation on its behalf in connection with the sale or use of MoTrim Mowers.

This warranty shall not apply to any MoTrim Mower which has been repaired or altered in any way so as, in the judgment of MoTrim Incorporated, to affect its stability or reliability, nor which has been subject to misuse, negligence or accident.

This warranty is void if any part is replaced with anything other than standard MoTrim replacement parts.

MoTrim Incorporated  
240 Steubenville Ave  
P.O. Box 850  
Cambridge, Ohio 43725  
740-439-2725

This warranty is void unless this section is completed at time of delivery and returned to the factory.

Mower Serial Number \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Date of Delivery \_\_\_\_\_ Selling Dealer \_\_\_\_\_

Address \_\_\_\_\_

Signature of Dealer Representative \_\_\_\_\_

Signature of Owner \_\_\_\_\_

# BOOM CHOPPER

## COMMERCIAL DUTY MACHINE



BOOM CHOPPER 21-5B (shown)  
Shown with Closed Loop Hydraulic System and  
with 5B Head.  
(Optional Cutting Heads Available Including  
Hydraulic Operated Guard)

CUT 5" TREES

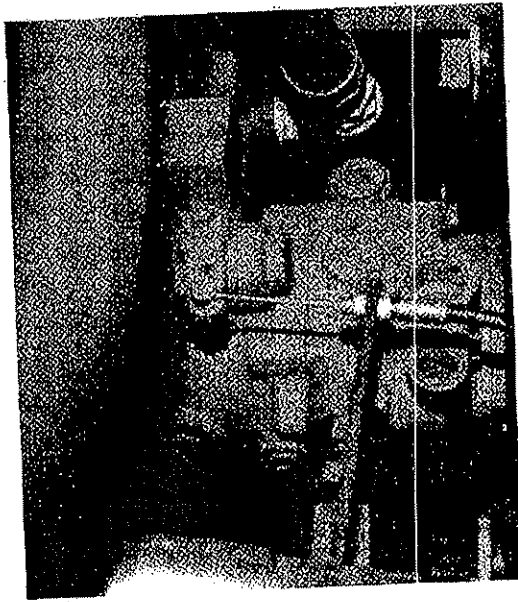
BY **MōTrim** INC.®

THE LEADER IN BOOM MOWERS

MōTrim Has Been Manufacturing Boom Mowers For 40 Years.



**Single Joy Stick Control**  
(5 functions)



### HYDRAULIC PUMP

For Cutter Motor Operation

Closed loop hydraulic piston pump  
(Shown)

Rated at:

46 GPM @ 3500 RPM @ 5000 PSI

or

Cast steel gear pump.

Rated at:

62 GPM @ 2500 RPM @ 2500 PSI

CUTTER HEAD MOTOR TORQUE COMPARISONS			
PUMP TYPE	TRACTOR ENGINE RPM	PUMP OUTPUT	MOTOR TORQUE
Closed loop system (Hydraulic Transmission) with Piston Motor	2000 R.P.M.	22 G.P.M.	2100 In./lbs.
Gear Pump Steel with Steel Gear - Gear Motor	2000 R.P.M.	48 G.P.M.	2650 In./lbs.



**Complete specifications available from factory on request**

- Expanded metal operator shield
- Hydraulic breakaway, forward and rearward
- Cutter Spindle Bearing:
  - 3 1/4" I.D. Top
  - 3 1/4" I.D. Bottom
- Main frame 4" X 4" X 1/4" steel frame, side rails and overhead frame
- T-1 steel at stress points
- 1 1/2" diameter hinge pins
- Steel Bushings at Hinge Points
- 6 second motor shut down with closed loop system - no shock start up
- Inner Arm: 6" X 6" X 3/8" Thick Steel Tube
- Outer Arm: 5" X 5" X 3/8" Thick Steel Tube
- Joy stick control - five function
- Hydraulic pump
  - Closed loop piston of gear type (see comparison chart)
- Blade System: 3/4" thick blades supported top and bottom - 4 way reversible - 30 pounds each
  - or
  - Disc with up to 6 blades
  - or
  - Stacked blade bar system with 4" X 3/8" Thick blades
- Direct drive or flex drive between motor and cutter shaft

**Optional Equipment**

- Material Sizes
- In-frame cooling
- Hydraulic components including pump, motor and reservoir
- Oil Cooler
- Front or rear arm position for travel
- Various Accessories

Add Dash Number for Appropriate Cutting Head	Reach - Horizontal, from center of tractor
- 5R For 5' Rotary Octagonal Head	Boom Chopper 17 = 17'
- 5B For 5' Rotary Square Head	Boom Chopper 18 = 18'
- 4FB For Flail Brush Head	Boom Chopper 19 = 19'
- 4F For 4' Flail Grass Head	Boom Chopper 20 = 20'
- 5FB For 5' Flail Brush Head	Boom Chopper 21 = 21'
- 5F For 5' Flail Grass Head	Boom Chopper 22 = 22'
- 6S For Sickle Bar Head	Boom Chopper 23 = 23'
- 5A For 5' Rotary with Swing Guard	Boom Chopper 24 = 24'
- 5BH For 5' Rotary with Hydraulic Guard	Boom Chopper 25 = 25'
- 4BH for 50" Rotary with Hydraulic Guard	



**HYDRAULIC OPERATED  
FRONT GUARD**  
U.S. Patent # 4,445,312

**(OPTIONAL)  
HEAVY DUTY - 5BH BRUSH CUTTING  
HEAD WITH HYDRAULIC OPERATED  
FRONT GUARD**

Note: The tractor must meet the weight and balance requirements set forth by Motrim Inc.

Motrim Inc. reserves the right to change the Specifications of its products without notice.

U.S. Patents # 3308611, 3949539, 4048789,  
4442658, 4445312, 4459767, 4495754, 4502269,  
4506464, 4611459, 4612715, 4712320, 4756235,  
4986010, 5046311, and Pending  
Canadian Patents # 1196183, 1200107, 1201287

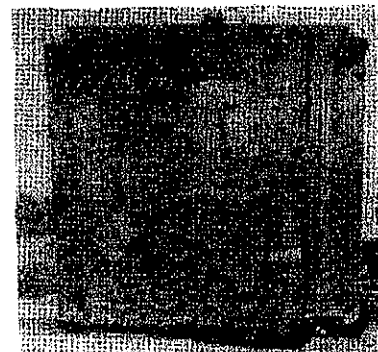
070706

## INTERCHANGEABLE, OPTIONAL, ATTACHMENTS FOR USE IN LIEU OF THE ROTARY CUTTER

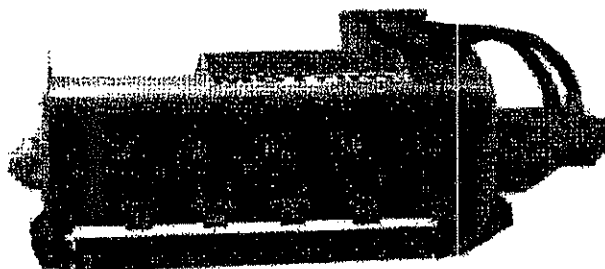


### ROTARY DITCH CLEANER

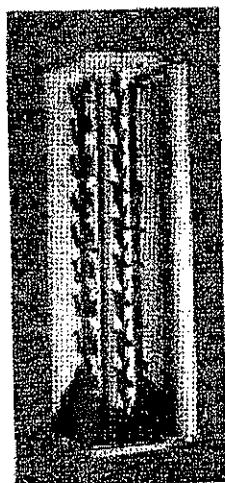
For Installation On To The  
Outer End of The Outer Arm.



### 4' ROTARY (With Sliding Guard)



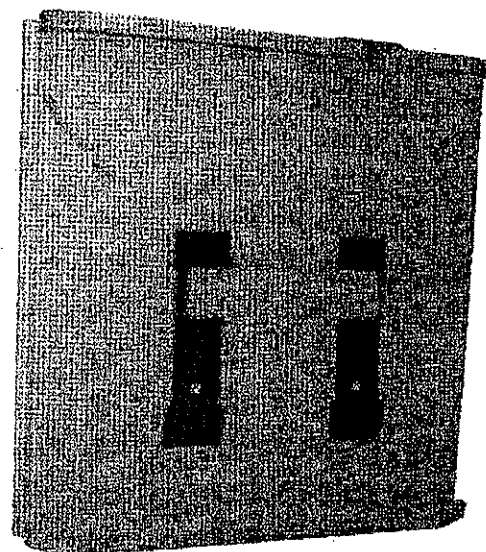
### 4 FT. BRUSH HEAD (Available Direct Drive or Belt Driven)



For Installation On To  
Boom Arm

### HEAVY DUTY FLAIL HEAD (Grass or Brush Knives)

Available In Various  
Cutting Widths



### HEAVY DUTY, MODEL 5-B BRUSH CUTTING HEAD

- Each blade weighs 30 pounds.
- Each blade is 4 way reversible.

Complete specifications on each  
machine, available upon request.

**MōTrim** INC.

P.O. Box 850 Cambridge, Ohio 43725

740-439-2725  
FAX 740-432-2098

Offered by: