



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

Request for Quotation

RFO NUMBER
707EC003

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 07/27/2006	TERMS OF SALE NET30	SHIP VIA OUR TRUCK	FOB DESTINATION	FREIGHT TERMS PREPAID
BID OPENING DATE: 09/06/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-04	\$19,859.00	\$19,859.00
<p>BRUSH CHIPPER, TRAILER MOUNTED</p> <p>Bandit 1290 Conventional Drum Chipper OPEN END CONTRACT</p> <p>TO PROVIDE BRUSH CHIPPER, TRAILER MOUNTED AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 113-1-G.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 8/24/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON WEDNESDAY, 8/16/06. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-2402</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James D. Boyers</i>	TELEPHONE (304) 366-4690	DATE 8-31-06
TITLE President	55-0547157	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN 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,</p>						

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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,</p>						

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<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND 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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>(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</p>						

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<p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 & 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</p>						

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<i>[Signature]</i>		
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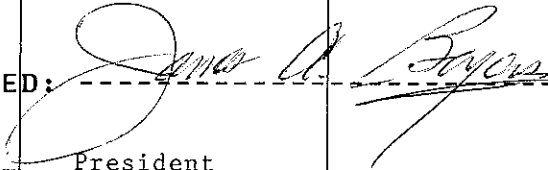
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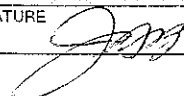
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<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO 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 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 style="text-align: right;">Middletown Tractor Sales</p> <p>BIDDER: -----</p> <p>DATE: 08-31-06 -----</p> <p>SIGNED:  -----</p> <p>TITLE: President -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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<p>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 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: 33</p> <p>RFQ. NO.: 707EC003</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: right;">(304)366-4698</p>						

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				(304) 366-4698		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Zach Marsh		
***** THIS IS THE END OF RFQ 707EC003 ***** TOTAL:						\$19,859.00

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NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 113-1-G

BRUSH CHIPPER, TRAILER MOUNTED

NOTE TO BIDDER: Procurement Specification No. 113-1-G, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707EC003

Bidder's Name: Middletown Tractor Sales

Address: 2032 Fairmont Ave.

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: 15 YRS

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 135 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1	Prices for unit in quantities of	1-10	<u>\$19,859.00</u>	per unit
		11-20	<u>\$19,859.00</u>	per unit
		21 and over	<u>\$19,859.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

Bandit 1290 Conventional Drum Chipper

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

If not, why? _____

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

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER=S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVD0H

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS:	DESCRIPTION:	PART NUMBERS:
_____	_____	_____
_____	_____	_____

GVW: _____ AXLE CAPACITY:FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____	MODEL: _____	CCA: _____
TOP OR SIDE POST: _____	DIMENSIONS: LENGTH _____	WIDTH _____ HEIGHT _____
SPARK PLUGS OR FUEL INJECTORS MAKE: _____	PART # _____	
FUEL PUMP OR INJECTION PUMP MAKE: _____	MODEL: _____	
ALTERNATOR MAKE: _____	PART #: _____	
STARTER MAKE: _____	PART #: _____	
TURBO CHARGER MAKE: _____	PART #: _____	
TRANS MAKE: _____	MODEL: _____	AUTO/MANUAL: _____
HYDRAULIC PUMP MAKE: _____	MODEL: _____	

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

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual
 purchase order?
 YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished 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? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Will the brush chipper comply with all mandatory requirements as stated in Section 7.0 of specifications? YES NO

Manufacturer: Bandit Model: 1290 Conventional Drum Chipper

X8.0 SPECIFICATIONS:

X8.1 Is trailer unitized, designed for stability, handling and strength? YES NO

Box or tubular steel cross braced and gusseted

- X8.2 Is trailer frame finish painted inside and outside for complete rust protection? YES NO
- X8.3 Is unit equipped with full steel fenders both sides YES NO 10 Gauge steel
- X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks? YES NO
- X8.5 Axles are 7000 lb capacity rating and are equipped with heavy duty leaf springs and greaseable hubs? Axles are mounted in Torflex suspension system. This is YES NO
a rubber boot between the axle and frame that provides superior wear and suspension.
- X8.6 Brakes: 12 volt Electric type with safety breakaway switch YES NO
- X8.7 Radial tires:
Manufacturer: Goodyear Size: 215/75 r16 Load Range: E
- X8.8 Is unit equipped with rear mounted stabilizer/s and front flip up crank jack adjustable for height with retractable front rest wheel? YES NO
Chain tethered lock pins? YES NO
- X8.9 Is fuel tank shock mounted inside frame rails with lockable gas cap? YES NO
U.S. gallon capacity: 23 1/2 gallons
- X8.10 Is enclosed battery box frame mounted and lockable? YES NO
- X8.11 Is toolbox mounted on trailer frame conveniently located? YES NO
- X9.0 Lighting:
- X9.1 Does lighting conform to DOT specification to include a heavy duty stop/turn/tail light package LED type? YES NO
- X9.2 Is wiring protected in conduit with soldered connections in wiring harnesses? YES NO
- X10.0 Feed Chute:
- X10.1 Is infeed chute heavy duty all steel? YES NO
Size: 51 inches wide x 27 inches high x 70 inches deep
- X10.2 Is infeed chute fitted with a folding feed table designed to position the operator to left or right of center while feeding material into the chipper for safe operation? YES NO
- X10.3 Folding feed table size: 51 inches wide x 70 inches long with hinge and latch

- X10.4 Is discharge chute provided with manufacturers recommended support leg, and 360E fully adjustable end deflector? Note: see addendum No. 1 YES NO
- X10.4.1 Is chute hinged at bottom for knife inspection and adjustment? YES NO
- X10.4.2 Does unit have hydraulic self-feeding roller/s with control bar that starts, stops, and reverses the flow of feed? Note: See Addendum No. 1 YES NO
- X11.0 Rotor:
- X11.1 Manufacturers rotor YES NO 11-1/2 inches diameter x 12 inches length all steel adequately balanced YES NO
- X11.2 Is rotor precision machined and balanced with positive locking/clamping system for all knives YES NO
- X11.3 Are rotor knives 4 high carbon, high chrome, alloy and interlocking full length support? YES NO
- 3 inches x 12 inches x 3/8 inches with quick change design
- X11.4 Rotor shaft is 3 inches diameter 1018 steel solid alloy YES NO
Stronger: 4041 Steel Alloy
- X11.5 Does rotor have adequate greaseable bearings with static misalignment capability? YES NO
- X11.6 Are rotor drive sheaves high speed type, dynamically balanced with 4 section high capacity power band adjustable for band wear? YES NO
- X11.7 Is rotor drive protected by bolt on steel guard? YES NO
- X11.8 Rotor housing is welded steel plate 1/2 inches thickness A-36 grade
- X11.9 Is bed knife special high alloy abrasion resistant steel? YES NO
- 1 inches x 1 inches x 12 inches with 4 cutting edges, regrindable
- X12.0 Feed Plate:
- X12.1 Is feed plate heavy duty reinforced steel weldment YES NO
- X12.2 Is feed plate quickly and easily adjustable and replaceable YES NO
- X12.3 Is flywheel dynamically and statically balanced and have an adequate fully covered safety shield in place? YES NO

X13.0 Safety Curtain:

X13.1 Does unit provide a suitable flexible shroud affixed over the feed opening protecting operator from stray chips? YES NO

X14.0 Blower:

X14.1 Is blower integral part of rotor? YES NO Capable of producing 2000 CFM of to assist chip discharge

X15.0 Clutch:

X15.1 Is it heavy duty truck type self adjusting with greaseable release bearing? YES NO

X15.2 Is clutch engagement handle easily accessible and safely located? YES NO

X16.0 Engine Enclosure:

X16.1 Heavy duty steel engine shroud with lockable side panels for engine and instruments? YES NO

X17.0 Instruments:

X17.1 Engine oil pressure and water temperature gauges with murphy automatic shutdown switches for both? YES NO

X17.2 Ammeter, key ignition, tachometer, hour meter, fuel gauge YES NO

X17.3 Vernier locking hand throttle YES NO

X18.0 Power Unit:

X18.1 Diesel fueled YES NO

X18.2 4 cylinder YES NO

X18.3 Is engine water cooled YES NO

X18.4 HP: 86

X18.5 Muffler:

Manufacturer: Nelson with rain cap YES NO

X18.6 Unit provided with engine manufacturers heavy duty filtering systems to include air, oil, and fuel? YES NO

X18.7 Does radiator have a grille or other protection device shielding against damage? YES NO

X18.8 Is radiator filled with permanent type anti-freeze to -30F YES NO

X18.9 Is unit equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed? YES NO

X18.10 12 volt electrical system with alternator? YES NO

Manufacturer: Delco

X18.11 Will unit be delivered to WVDOH with all of manufacturers recommended safety related decals and safety features intact? YES NO

X18.12 Features not addressed above but are standard equipment:

X19.0 Paint

X19.1 - X19.2 Describe proposed method of painting:

Primered and painted With Imron Industrial urethane paint to comply
with the guidelines set forth by the WVDOH.

X19.3 Detail decorative stripe with logo:

Describe proposed method of striping:

The manufacturer will consult with the DOH for instruction on the
proposed striping. Manufacturer agrees to apply striping to meet the
guidelines set forth in the said bid specifications.

X19.4 Preventive Maintenance and Operators Training:

Describe proposed method of training:

The Manufacturer and/or the dealer will provide a one day

preventitive maintenance/operator orientation seminar at the

Equipment Division, Buckhannon. All training aids and course material

will be provided by the vendor.



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

Request for Quotation

RFQ NUMBER
707EC003

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 08/27/2006	TERMS OF SALE NET30	SHIP VIA OUR TRUCK	F.O.B DESTINATION	FREIGHT TERMS PREPAID
BID OPENING DATE: 09/06/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		020-04	\$19,859.00	\$19,859.00
BRUSH CHIPPER, TRAILER MOUNTED						
Bandit 1290 Conventional Drum Chipper						
***** THIS IS THE END OF RFQ 707EC003 *****						TOTAL: \$19,859.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE (304) 366-4690 DATE 8-31-06
 TITLE President FEIN 55-0547157 ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
707EC003

OPEN END CONTRACT
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO SPECIFICATIONS:

FROM:

4 2 – DELIVERY (2ND Paragraph – Line 2 and 3)

Delivery is preferred within 135 days maximum

TO:

4 2 – DELIVERY (2ND Paragraph – Line 2 and 3)

Delivery is preferred within 135 days.

FROM:

10 4 – Discharge chute shall be provided with manufacturers recommended support leg,
and a 360E fully adjustable end deflector

TO:

10 4 - Discharge chute shall be provided with manufacturers recommended support leg,
and a 360° fully adjustable end deflector

DELETE:

10 4.2 - Hydraulic self feeding roller/s with control bar that starts, stops, and reverses the
flow of feed

ADDENDUM #1
707EC003

OPEN END CONTRACT
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO BIDDERS EVALUATION REPORT:

X4 2 – DELIVERY No change required

FROM:

X10.4 Is discharge chute provided with manufacturers recommended support leg,
and 360E fully adjustable end deflector? YES NO

TO:

X10.4 Is discharge chute provided with manufacturers recommended support leg,
and 360° fully adjustable end deflector? YES NO

DELETE:

X10.4.2 Does unit have hydraulic self feeding roller/s with control bar that starts,
stops, and reverses the flow of feed?

AUG-31-06

16:32

FROM-bandit industries

888 561 2273

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P 001/001

F-800

**Power Great Lakes, Inc.™**

655 Wheat Lane • Wood Dale, IL. 60191

(630) 350-9400 • (630) 350-9900 Fax

Dear Customer

+ Perkins

Your new Bandit Chipper powered with a Caterpillar Engine is provided with a 5 year 3000 hour Premium Warranty

The attached Extended Warranty on New Caterpillar Engines provides detailed information concerning the coverage provided by this Premium Warranty.

This extended warranty commences upon the expiration of the Caterpillar Standard Warranty of 2 years and expires when the hour meter reading of 3000 hours is obtained, or 60 months from the 1st of the month shown as the Date in Service on the Caterpillar Extended Warranty Registration, whichever occurs first.

Limitations and Exclusions:

1. The cost of normal maintenance or regular servicing of the engine.
2. Consumable items i.e., filters, oil, antifreeze, etc.
3. Gradual reduction in operating performance.

Please read the attached warranty statements.

If you have any questions concerning the scope of this warranty policy, please contact Craig Davis at Power Great Lakes at 800 551 2938 ext. 5321.

BANDIT INDUSTRIES, INC.

EXPLANATION OF LIMITED WARRANTY

The manufacturer will not reimburse the customer or dealer labor costs incurred for installing "bolt-on" or "slip-on" items, such as hydraulic pumps and motors, control valves, flow dividers, belts, sheaves, etc. The manufacturer will provide replacement parts to the customer for defective parts during the warranty period. **Defective parts must be returned to Bandit Industries, Inc.** It will be the customer's responsibility to install the replacement parts unless arrangements are made with the selling dealer.

The manufacturer will not reimburse travel costs to servicing dealer unless prior approval has been obtained from the manufacturer. It is the customer's responsibility to deliver machine to dealer's service facility, unless other arrangements have been agreed to between selling dealer and customer.

The manufacturer may elect, at its discretion, to reimburse reasonable labor costs to customer or dealer for major defect repairs. Prior approval must be obtained from Bandit Industries, Inc.

There are several forms that must be completely filled out and returned to us in reference to our portion of warranty. Read and understand the Bandit Limited Warranty responsibilities. Some components on your machine are covered by their respective manufacturers and cannot be handled through Bandit Industries as stated in Warranty Section of this manual.

Use this manual to help you resolve what and where your problem is, in most cases you can fix it easily. If you still have problems, work through the dealer you purchased the machine through, or contact Bandit Industries direct if needed.

Make sure the following forms are used, for us as well as you, to keep track of service and pending warranty request. It is our company policy that all parts shipped out will be invoiced until the possible warranty parts are returned with a Warranty Claim Form completed for consideration.

Make sure the Warranty Validation Form is completed and sent in to us as soon as you receive the Bandit. This will activate our warranty responsibilities.

If Warranty Validation Form is not on file, all Warranty consideration is null and void.

Bandit

INTRODUCTION & WARRANTY

BANDIT INDUSTRIES, INC. LIMITED WARRANTY (989) 561-2270

Bandit Industries Inc., also referred to as "Manufacturer" warrants each new product to be free of defects in workmanship and material for a period of 1 year or 2000 operating hours, whichever ever comes first.

This warranty takes effect upon delivery to the original retail purchaser. The manufacturer at it's option will replace or repair at a point designated by the manufacturer, any parts which appear to have been defective in material or workmanship. The manufacturer is not responsible for labor, consequential damages, traveling or down time expenses.

This warranty and any possible liability of Bandit Industries Inc., is expressly in lieu of any other warranties, expressed or implied, including but not limited to, any implied warranty or merchant ability of fitness for a particular purpose and of any noncontractual liabilities including product liabilities based upon negligence or strict liability. Bandit Industries Inc., will not be liable for consequential damages resulting from breach of warranty.

All parties involved agree that the Owner's Sole and Exclusive Remedy against the Manufacturer, whether in contract or arising out of this warranty, instructions, representations, or defects shall only be for the replacement or repair of defective parts as provided herein. In no event or circumstances shall the Manufacturer's liability exceed the purchase price of the machine. The buyer also agrees that no other remedy (including but not limited to consequential or incidental loss) shall be available to him.

It is absolutely necessary to return the Warranty Validation Form, completely and accurately filled out, and notify Bandit Industries Inc., in writing within ten (10) days from the date of purchase to validate this warranty. If Warranty Validation Form is not on file, all Warranty Consideration is NULL AND VOID.

This warranty will not apply if the Bandit Chipper is not operated with replacement parts or equipment not manufactured or recommended by Bandit Industries, Inc.

This warranty will not apply if the Bandit Chipper is not operated in a manner recommended by the manufacturer. The following examples would void the warranty:

1. The completed Warranty Validation Form is not on file.
2. The Bandit Chipper has been abused, or not serviced properly.
3. Repairs or attempted repairs made without prior written authorization.
4. Repairs made due to normal wear are not warrantable.
5. The Chipper was involved in, or damaged by an accident.
6. The Chipper was damaged from any type of foreign material.

The owner is responsible for all scheduled maintenance as explained in the Operators Manuals. Negligence of proper maintenance or any other negligence, accident or fire; nor with failure to adjust, tighten, or replace wear items included but not limited to items such as knives, knife anvil, bits, lubrication fluids, bearings, filters, hydraulic components, loose nuts or bolts, etc. may void warranty.

In cooperation with the base one year warranty Bandit Industries, Inc. provides a three year warranty on structural components. This warranty applies to items included but not limited to items such as chipper base, shaft, disc/drum, discharge, frame, infeed hopper, etc. This warranty does not cover purchased items included but not limited to items such as hydraulic components, bearings, belts, sheaves, clutches/PTO's, batteries, tires etc. Those components are warranted by their respective manufacturers. As with the base one year warranty, components are not covered if failure is caused from lack of maintenance, abuse, vandalism, improper operation, etc.

Bandit

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989 561 2273

T-908 P 003/003 F-899

INTRODUCTION & WARRANTY**BANDIT INDUSTRIES, INC. LIMITED WARRANTY
(989) 561-2270**

NOTE: This warranty applies only to new and unused equipment or parts thereof manufactured by Bandit Industries Inc. and is void if the machine is operated with replacement parts or equipment not manufactured or recommended by Bandit Industries Inc.

All other components are warranted by their respective manufacturers (i.e. engines, axles, hydraulic pumps and motors, clutches, tires, batteries, etc) Any machines used for lease or rental purposes warranty is limited to 90 days from the first day of initial service

**CONTINENTAL U.S. INFORMATION PHONE NUMBERS FOR ACCESSORIES
(NOT COVERED UNDER PRODUCT WARRANTY PROGRAM)**

Briggs & Stratton Engines	1-414-259-5333	Interstate Batteries	1-800-331-2000
Caterpillar Engines	1-800-551-2938	PGL Auto Clutch	1-800-551-2938
Continental Engines	1-800-726-8870	PT Tech Clutch	1-330-414-3172
Cummins Engines	1-248-573-1592	Rockford, Twin Disc Clutch	1-800-383-9204
Deutz, Lombardini Engines	1-800-445-5273	Electronic Solutions	1-866-736-6839
Ford, Hatz Engines	1-800-726-8870	E.S.I.	1-815-985-0383
GM, Perkins Engines	1-800-551-2938	L.O.R. MFG.	1-866-644-8622
Honda Engines	1-734-453-6258	Miratron Inc.	1-866-285-0132
John Deere Engines	1-888-803-9175	Dexter Axles	1-574-295-7888
Kohler Engines	1-800-854-9273	Tires	1-989-463-4088
Kubota Engines	1-800-832-7670	Caterpillar Tracks	1-309-636-1100
Robin Engines	1-248-399-0002	Petro-Canada Hydrex XV	1-888-284-4572
Wisconsin Engines	1-800-726-8870		

(Phone numbers for outside the continental U.S. can be supplied from your phone directory or local Bandit dealer.)

In order to process any warranty claims, it is the owner's responsibility to report the claims promptly to the Manufacturer, or our authorized dealer from whom the equipment was purchased.

It is necessary to include the following information on any and all requests for warranty:

- 1) Warranty Claim Form, obtained from Bandit Industries or it's dealer, completely and accurately filled out.
- 2) Dealer from whom purchased.
- 3) Date of delivery.
- 4) Serial number of unit.
- 5) Model number of unit.
- 6) Engine make and serial number.
- 7) Length of time in use.
- 8) Date of Failure.
- 9) Nature of Failure.

Bandit Industries Inc., reserves the right to alter, improve, revise or modify any parts or products with the altered, improved, revised or modified parts or products. They also may change design, specifications, or part prices without advance notice.

Bandit Industries Inc., is NOT responsible for updating or upgrading completed machines with design changes that are made after it's production.

Bandit Industries Inc., expects the Customer/Owner to bring their machine to the Dealer/Manufacturer for Warranty Repairs. The Manufacturer **DOES NOT** pay Dealers or Customers for bringing their machine in for repair. Nor does the Manufacturer furnish loaner machines while the unit is being repaired.

Bandit

23-AUG-2006 13:58

FROM-Bandit Industries, Inc

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**DRUM BANDIT****INTRODUCTION**

BANDIT INDUSTRIES, INC. DRUM CHIPPER LIMITED WARRANTY (517) 561-2270

NOTICE!! All power units and associated components are NOT warranted by Bandit Industries, Inc. or their dealers. It is the customer's responsibility to return machine to the local engine distributor.

Information phone numbers to find your local engine & clutch parts and service centers:

Ford Engines	1-800-722-5717	John Deere Engines (Factory)	(319) 292-4137
	Mon.-Fri. 8 AM to 7 PM	Advanced Design (ADC) Clutch	(812) 377-3677
Wisconsin Engines	(313) 349-9330	Rockford Clutch	(815) 833-7460
Hercules (White) Engines	(Engine Supply)	Twin Disc Clutch	(414) 634-1981
Hatz Engines		Funk Clutch	1-800-722-5787
Cummins Engines	1-800-343-7317		Mon.-Fri. 8 AM to 7 PM
Onan Engines (Factory)	(612) 574-5010		

Bandit Industries, Inc., hereafter referred to as "Manufacturer" warrants each new Drum Bandit Chipper to be free of defects in workmanship and material for a period of one year or 2000 hours, whichever ever comes first.

This warranty takes effect upon delivery to the original retail purchaser. The manufacturer at its option will replace or repair at a point designated by the manufacturer, any parts which appear to have been defective in material or workmanship. The manufacturer is not responsible for labor or consequential damages.

This warranty will not apply if the Bandit is not operated in a manner recommended by the manufacturer. The following examples would void warranty:

1. The Bandit has been abused.
2. The machine is involved in or damaged by an accident.
3. Repairs or attempted repairs made without prior written authorization.
4. Repairs made due to normal wear.

The owner is responsible for all regular maintenance as explained in the operators manual. Neglect in regular maintenance or failure to replace normal wear items such as knives, knife anvil, lubrication oils, filters, belts, etc. may void warranty.

This warranty is expressly in lieu of any other warranties, express or implied, including any implied warranty or merchantability of fitness for a particular purpose and of any non-contractual liabilities including product liabilities, based upon negligence or strict liability. Bandit Industries, Inc. will not be liable for consequential damages resulting from breach of warranty.

IT IS NECESSARY TO RETURN THE WARRANTY VALIDATION REPORT & NOTIFY BANDIT INDUSTRIES, INC. IN WRITING WITHIN TEN (10) DAYS FROM DELIVERY DATE TO VALIDATE WARRANTY.

NOTE!! This warranty applies only to new and unused equipment or parts thereof manufactured by Bandit Industries, Inc. All other component parts are warranted by their respective manufacturers (ie. engines, tires, batteries, etc.). Any machines used for lease or rental - warranty is limited to 90 days from first day of initial service.

NATIONAL INFORMATION PHONE NUMBERS FOR ACCESSORIES —
CORDOVAN TIRES 1-800-238-6469, & INTERSTATE BATTERIES 1-800-331-1000
(MICHELIN TIRES HAVE NO 800 NUMBER)

In order to process any warranty claims, it is the owner's responsibility to report the claims promptly to us or our authorized dealer from whom the equipment was purchased. It is necessary to include the following information on any and all requests for warranty:

- | | |
|-------------------------------|----------------------------------|
| 1) Dealer from whom purchased | 5) Engine make and serial number |
| 2) Date of delivery | 6) Length of time in use |
| 3) Serial number of unit | 7) Date of failure |
| 4) Model number of unit | 8) Nature of failure |

Bandit



Model 1690

Models 1290 and 1690 Conventional Drum Chippers

QUALITY, HIGH-PERFORMANCE DRUM CHIPPERS

With the Drum Bandit you get the quality of a Bandit chipper with unique features that enhance performance, reduce operational costs and lower your chipping costs.

- Heavy-duty, greasable, pillow block chipper bearings with a rated life of 50,000 hours. The bearings have a split housing for easy cutterhead removal.
- Rotor operating speed of 2400 RPM, more chipping torque, operator friendly feed speed.
- Chipper housing and discharge with covers that provide easy access to the knives and anvil.
- High velocity blower with 440 pound flywheel, 11" x 11" discharge chute with chip deflector, optional side discharge and optional side-to-side discharge to assist in full van loading.

CONVENTIONAL DRUM-STYLE CHIPPERS

Capacity:	1290	1690
Diameter capacity:	6"	6"
Opening:	12" x 10"	16" x 10"
Engine options:	65 - 115 HP	

Popular options include:

- Side chip discharge
- Lockable filler caps
- 3/16" weld on steel fenders

(See options section for a complete list)

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FROM-bandit industries

888 561 2273

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DEXTER AXLE

5500lb. - 7000lb.

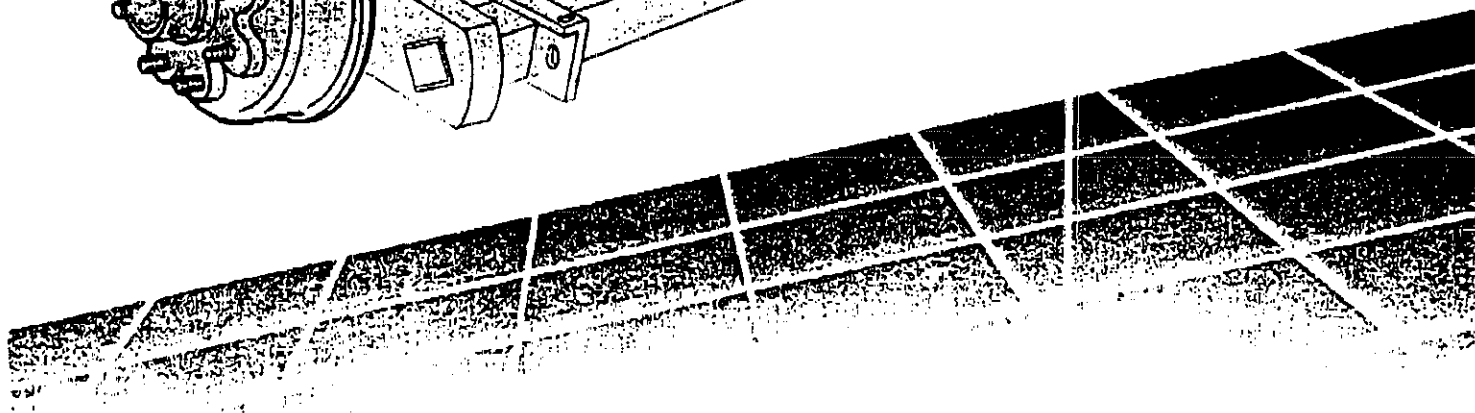
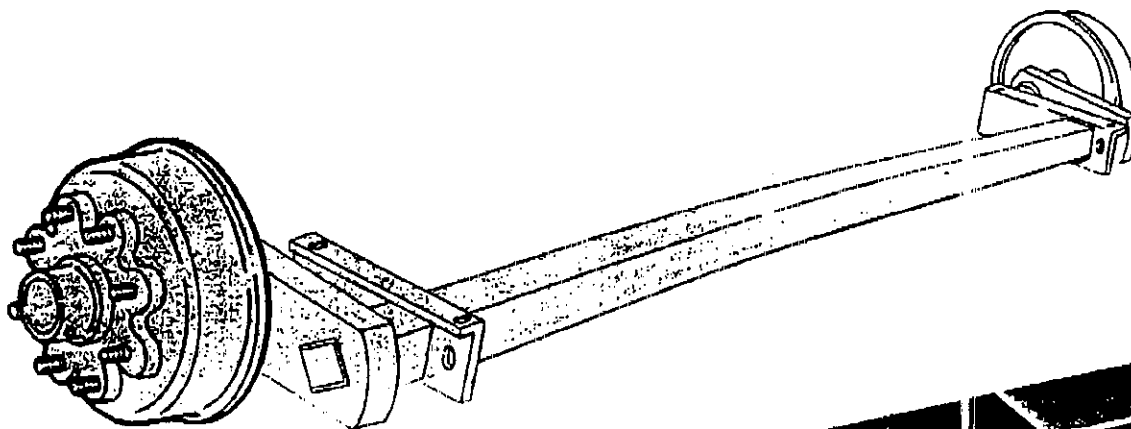


TORFLEX

The Torflex suspension system by Dexter Axle features the progressive torque action and independent wheel movement to provide the maximum in shock absorption and handling characteristics.

If You Care About Your Cargo
Ask for Torflex by

Dexter Axle
5 Yr. Warranty





Dexter Torflex Axle Features



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INDEPENDENT SUSPENSION

No transfer of road shock from one wheel to the other for maximum stability in sudden swerves or adverse road conditions.

SMOOTH, QUIET

Totally cushioned in rubber with no metal to metal contact for maintenance free tailoring.

SHOCK ABSORPTION

Provided by the natural hysteresis of the high quality rubber.

LOW PROFILE

Mounted solidly to the frame the axle becomes a rigid supporting cross member with maximum road clearance.

CAPACITY

Axle capacities can be tailored to your specific load requirements

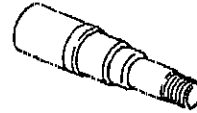
WARRANTY

As the industry leader, Dexter Axle offers a 5 year limited warranty on the Torflex rubber torsion suspension system (hubs, hub & drum, brakes, bearings and seals are warranted for a period of 1 year)

SPINDLES

Our precision ground, machined steel spindles will provide the durability and trouble-free service you demand of your running gear. Dexter incorporates hardened steel spindle washers for longer lasting bearing adjustment and increased

bearing life. Dexter has designed these spindles with the extra length to provide a positive locating shoulder for welding the brake flange onto the spindle...the result... optimum braking performance
E-Z LUBE ALSO AVAILABLE

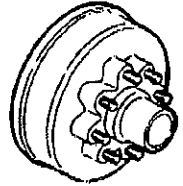
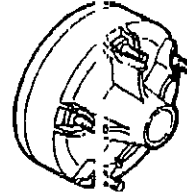


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HUBS:

Dexter's integral cast iron hubs are available in either 5 bolt cast spoke for demountable rims or 8 bolt on 6.5" bolt circle versions. The 5 bolt hubs can be ordered with grease or oil lubrication features and the 8 bolt hubs are

available in brake or idler models with press-in wheel studs standard. Whatever your preference the Dexter hub equipment is engineered and manufactured to provide the quality and rugged durability you expect of a Dexter axle

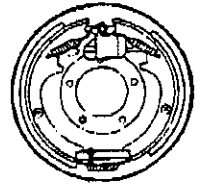
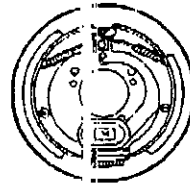


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BRAKES:

Whatever your special braking needs, Dexter has the brake for you. Our high quality 12 x 2" electric brakes are available with or without parking feature

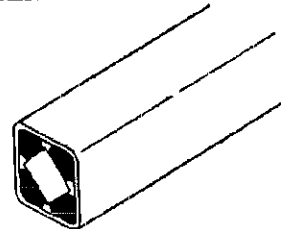
Or if you prefer hydraulic actuation we offer a complete line of single-servo and duo-servo brakes also available with or without parking feature. Braking capacity for hydraulic brakes is 6000 lbs. per pair.



RUBBER:

The rubber cords are compounded of the highest quality natural rubber for the maximum in dependability and durability. These rubber cords have a progressive load absorption

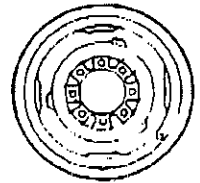
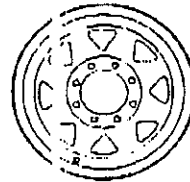
action which produces a variable spring rate and provides a self dampening action. They also insulate the trailer frame and cargo from road shocks and vibration



WHEELS:

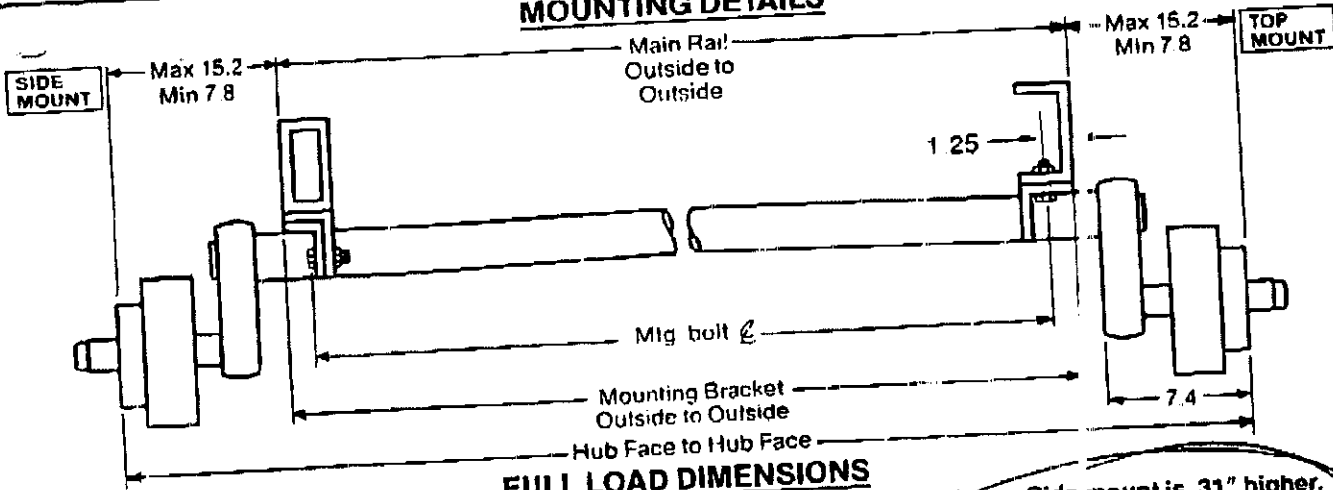
Dexter offers a complete line of rolled steel wheels for use on your Dexter #12 axle. Whether you choose conventional 8 bolt wheels, 5 bolt demountable rims, or the exciting DEXSTAR custom

spoke wheel you can be assured that your wheels have been designed and produced to the exacting standards that make your Dexter running gear assemblies the leader in the industry.



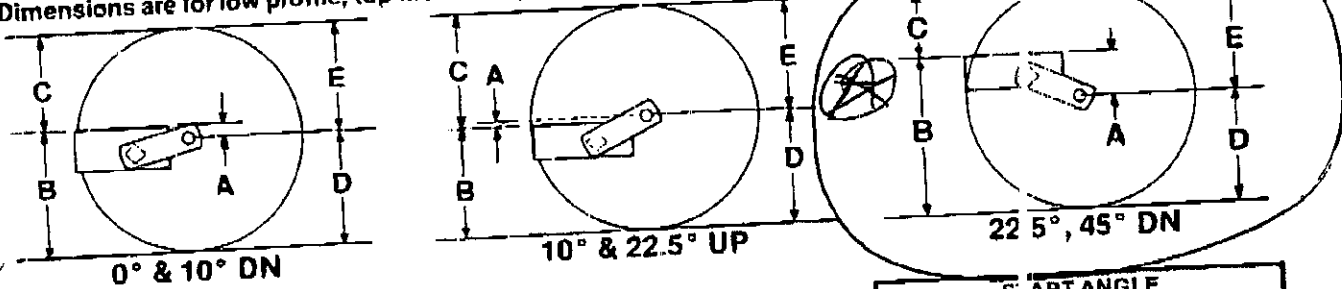


MOUNTING DETAILS



FULL LOAD DIMENSIONS

Dimensions are for low profile, top mount only. High profile brackets are .75" higher. Side mount is .31" higher.



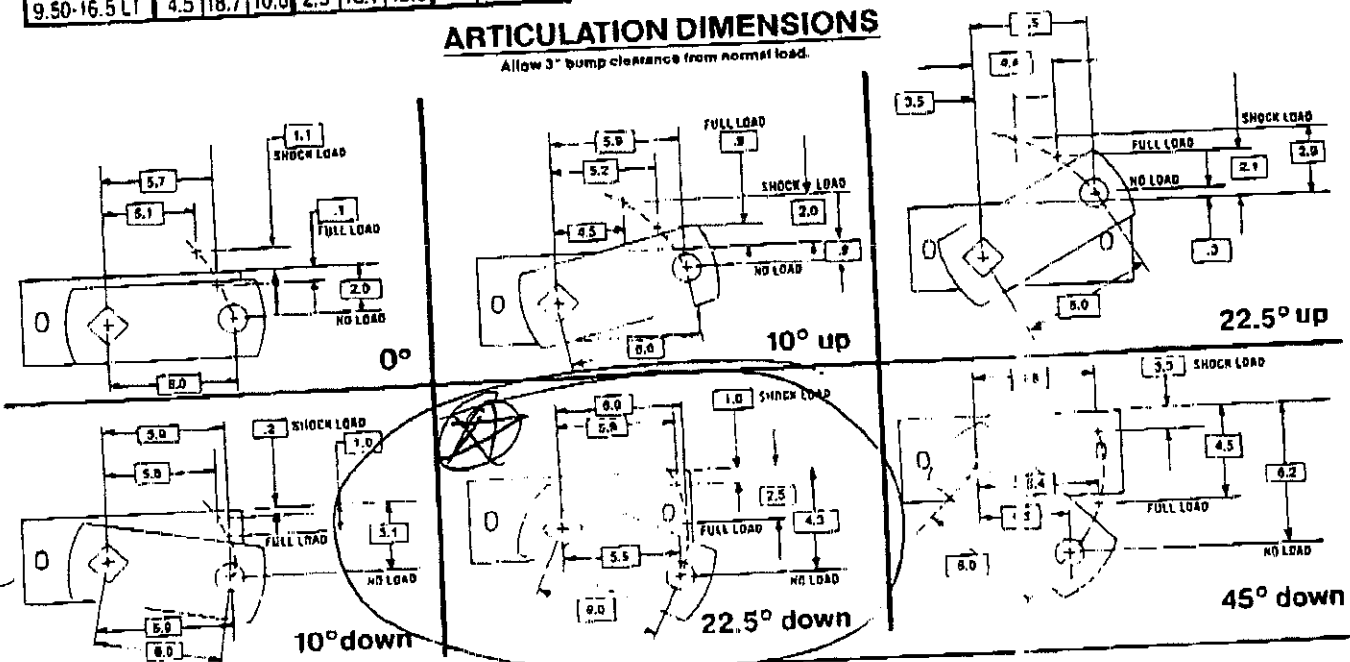
TIRE	START ANGLE								
	45° DOWN			22.5° DOWN			10° DOWN		
	A	B	C	A	B	C	A	B	C
7.50-16 LT	4.5	19.6	11.4	2.5	17.6	13.4	1.0	16.1	14.9
9.50-16.5 LT	4.5	18.7	10.8	2.5	16.7	12.8	1.0	15.2	14.3

D	E
15.1	15.9
14.2	15.3

TIRE	START ANGLE					
	10° UP			22.5° UP		
	A	B	C	A	B	C
7.50-16 LT	.1	15.2	15.8	.9	14.2	16.8
9.50-16.5 LT	.1	14.3	15.2	.9	13.3	16.2

ARTICULATION DIMENSIONS

Allow 3" pump clearance from normal load.



7000 LB. TORFLEX BY DEXTER AXLE



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

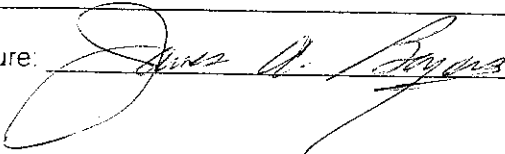
CONFIDENTIALITY:

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 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: 8-31-06