



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
707EC011

PAGE
1

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

VENDOR

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

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
10/01/2006				

BID OPENING DATE: **11/08/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-16	\$12,200.00	\$12,200.00
<p>SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 135-1-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 10/26/06. 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 10/18/06. 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: 304-558-4115</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>Carol G. Fisher</i>	TELEPHONE 304-372-9875	DATE 11-06-06
TITLE PRESIDENT	FEIN 550540441	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>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> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

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<p>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 BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

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<p>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>BIDDER: <u>FAIRPLAIN TRACTOR SALES INC.</u></p> <p>DATE: <u>NOVEMBER 6, 2006</u></p> <p>SIGNED: <u><i>Carroll M Fisher</i></u></p> <p>TITLE: <u>PRESIDENT</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR</p>						

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SIGNATURE <u><i>Carroll M Fisher</i></u>	TELEPHONE <u>304-372-9875</u>	DATE <u>11-06-06</u>	
TITLE <u>PRESIDENT</u>	FEIN <u>550540441</u>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>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>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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.: 707EC011</p> <p>BID OPENING DATE AND TIME 11/08/06 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-372-2713</p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
CARROLL GENE FISHER						
***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL:						\$12,200.00

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 135-1-B

SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER

1.0 PURPOSE

It is the purpose of these specifications to describe a Side Mounted Hydraulically Powered 60 Inch Rotary Mower (hereinafter referred to as a "mower" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the " Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on the first order only to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt and installation of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 45 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.

Prices for the units shall be in quantities of 1-10, 11-20, 21 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2006 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals;

ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement

parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

A mandatory minimum two (2) year bumper to bumper basic warranty is required for this unit. *Lool/ Real Close*

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

7.1 Frame:

7.1.1 Mid-mount between front and rear wheel of tractor.

7.1.2 Main frame to be braced to front axle housing and rear axle.

7.2 Hydraulic Reservoir and Filtration:

7.2.1 To be manufacturers standard with restriction gauge.

7.2.2 All mower hydraulics shall be separate from tractor hydraulics

7.3 Filter:

7.3.1 Suction line: Shall be 100 mesh

7.3.2 Main in-tank filter to be 10 micron, 75 GPM full flow with restriction gauge.

7.4 Mower Lift Assembly:

7.4.1 Mower capable of mowing from 90 degrees up to 90 degrees down.

7.4.2 Mower to be capable of approximately raising 17 inches vertically, 6 inches below grade.

7.5 Hydraulics:

7.5.1 *All* Pump: Piston pump shall

7.5.2 GPM: Manufacturers standard

7.5.3 Valve (to mower head): Two (2) position (electric solenoid controlled with direct acting relief valve)

7.5.4 Drive shaft assembly rated minimum 184 ft. lbs. torque

7.5.4.1 Suction line: 1 1/2 inches

7.5.4.2 Motor circuit hoses: 1 1/4 inches

7.5.4.3 Valve: (for raising and lowering mowers) 2-spool open center – tapered position metering type with adjustable main relief valve.

7.6 Deck:

7.6.1 Cutting width: 5 feet (60 inches)

7.6.2 Deck material (preferred)

7.6.2.1 Deck: 1/4 inch

7.6.2.2 Reinforcing frame: 4 inch x 9 inch channel

7.6.2.3 Side skirt: 3/8 inch thick

7.6.2.4 Skid shoes: Full length, replaceable

Change 7.6.2.5 *Chain* Trash Deflector: Rubber, full length standard

7.7 Spindle:

7.7.1 Should be alloy steel, tapered roller bearings, bottom in oil bath

7.7.2 Spindle housing should be cast steel unibody

7.8 Motor To Spindle Drive:

7.8.1 Splined coupler, direct drive enclosed. (Specifically excluding chain or dodge couplers)

7.9 Blade Bar and Blades:

7.9.1 Single leaf approximately 1 1/4 inch x 6 inch x 27 inch

7.9.2 Blades: Full swing 360 degrees, approximately 1/2 inch x 4 inch x 20 1/8 inch heat treated up draft, alloy steel

7.9.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered

7.10 Deflectors:

7.10.1 Chain guards, front and rear

7.11 Optional Equipment:

7.11.1 Tail wheel assembly

7.12 Paint:

7.12.1 The Manufacturer's recommended paint preparation and standard color to be provided.

7.13 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of unit.

7.14 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.

7.15 Preventive Maintenance and Operators Orientation/Training:

7.15.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

NOTE: VENDORS SHOULD TYPE THE 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. 135-1-B

SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER

NOTE TO BIDDER: Procurement Specification No. 135-1-B, 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.: 707EC011

Bidder's Name: FAIRPLAIN TRACTOR SALES INC.

Address: P.O. BOX 787 RIPLEY, WV 25271

Telephone Number: 304-372-9875

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: 8 YRS.

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 30 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA:

X5.1	Prices in quantities of	1-10	<u>\$12,200.00</u>	per unit
		11-20	<u>\$12,200.00</u>	per unit
		21 and over	<u>\$12,200.00</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

DIAMOND SIDE MOUNT 60" ROTARY DSR-60C
 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 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	_____

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

Is a minimum two (2) year bumper to bumper basic warranty included? YES NO
Describe:

AT FAIRPLAIN TRACTOR SALES

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)

1 YEAR- 2 YEAR OPTIONAL

PARTS AND LABOR

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.

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

RIPLEY, WVA

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: 0 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % discount

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

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

- A. Shop Rate \$ 55.00 per mechanic hour
- B. Travel Time Charge \$ 55.00 per mechanic hour
(Specify if one-way) _____; port to port _____
- C. Mileage Charge \$ 0 per vehicle mile
(Specify if one-way) _____; port to port _____
- D. Field Mechanic Rate \$ 55.00 per mechanic hour
- E. Specify period of time that prices are in effect: 1 YEAR
- F. Surcharge for miscellaneous items: 2 %

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.

Manufacturer: DIAMOND MOWERS INC. Model: DSR-60C- SIDE ROTARY 60"

X7.1 Frame:

X7.1.1 Mid mount between front and rear wheel of tractor YES NO

X7.1.2 Main frame braced to front axle housing and rear axle YES NO

X7.2 Hydraulic Reservoir and Filtration:

X7.2.1 Manufacturers standard with restriction gauge YES NO

X7.2.2 Are all mower hydraulics separate from the tractor hydraulics YES NO

X7.3 Filter:

X7.3.1 Suction line: 100 mesh

X7.3.2 Main in-tank filter 10 micron, 75 GPM full flow with restriction gauge

X7.4 Mower Lift Assembly:

X7.4.1 Is mower capable of mowing from 90 degrees up to 90 degrees down YES NOX7.4.2 Is mower capable of raising 17 inches vertically, 6 inches below grade YES NO

X7.5 Hydraulics:

X7.5.1 Pump: Piston pump YES NOX7.5.2 GPM: 54 Manufacturers standard? YES NOX7.5.3 Valve (to mower head): Two (2) position (electric solenoid controlled with direct acting relief valve) YES NOX7.5.4 Rating of drive shaft assembly 184 ft. lbs. torqueX7.5.4.1 Suction line: 1 1/2 inchesX7.5.4.2 Motor circuit hoses: 1 1/4 inchesX7.5.4.3 Valve: (for raising and lowering mowers) – 2 spool open center YES NO
Tapered position metering type with adjustable main relief valve YES NO

X7.6 Deck:

X7.6.1 Cutting width: 5 feet (60 inches)

X7.6.2 Deck material:

X7.6.2.1 Deck: 1/4 inchX7.6.2.2 Reinforcing frame: 4 inch x 9 inch channelX7.6.2.3 Side skirt: 3/8 inch thickX7.6.2.4 Are skid shoes full length replaceable YES NOX7.6.2.5 Is trash deflector rubber, full length standard YES NO CHAINS

X7.7 Spindle:

X7.7.1 Is spindle alloy steel, tapered roller bearings, bottom in oil bath YES NOX7.7.2 Is spindle housing cast steel unibody YES NO

X7.8 Motor to Spindle Drive:

X7.8.1 Splined coupler, direct drive enclosed (specifically excluding chain or dodge couplers) YES NO

X7.9 Blade Bar and Blades:

X7.9.1 Single leaf YES NO Size: 1 1/4 inch x 6 inch x 27 inchX7.9.2 Blades: Full swing 360 degrees YES NOSize: 1/2 inch x 4 inch x 20 1/8 inch Heat treated up draft alloy steel YES NOX7.9.3 Are blade bolts forged with nut and lock washer, heat treated shouldered YES NO

X7.10 Deflectors:

X7.10.1 Chain guards, front and rear YES NO

X7.11 Optional Equipment:

X7.11.1 Tail wheel assembly YES NO

X7.12 Paint: Describe paint preparation and color:

PRIMER- HIGHWAY YELLOW, LEAD FREE PAINTX7.13 Does unit comply with OSHA requirements YES NOX7.14 Does unit comply with advertising guidelines YES NO

X7.15 Preventive Maintenance and Operators Orientation/Training:

X7.15.1 Will manufacturer or dealer comply with conducting seminar YES NOWill you furnish all training aids YES NO



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
707EC011

PAGE
1

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

VENDOR
 *709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

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

DATE PRINTED 10/31/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **11/08/2006** 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		020-16	\$12,200.00	\$12,200.00
				SIDE MOUNTED HYDRAULICALLY POWERED 60"	ROTARY MOWER	
***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL:						\$12,200.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll A Fisher</i>	TELEPHONE 304-372-9875	DATE 11-06-06
TITLE PRESIDENT	FEIN 550540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
707EC011

OPEN END CONTRACT
SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor

TO:

4.2 DELIVERY (3rd Paragraph)
A completed factory installed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor. The Division of Highways will provide successful vendor with tractor for the factory installed pilot.

FROM:

7.2.2 All mower hydraulics shall be separate from tractor hydraulics

TO:

7.2.2 All mower hydraulics shall be separate from tractor hydraulics (excluding use of tractor hydraulics)

FROM:

7.5.1 Pump: Piston pump

TO:

7.5.1 Pump: All pump(s) shall be piston pumps

FROM:

7.6.2.5 Trash Deflector: Rubber, full length standard

TO:

7.6.2.5 Trash Deflector: Chain, full length standard

ADD:

7.11.2 Tire to be laminated

ADD:

7.11.3 1/2 inch Lexan shield to right side of tractor cab. Shall be fastened, hinged to meet OSHA safety standard)

ADDENDUM #1
707EC011

OPEN END CONTRACT
SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X4.2.1 Delivery date of completed representative unit: 30 calendar days after date
of purchase agreement

TO:

X4.2.1 Delivery date of completed factory installed representative unit: 30 calendar
days after the date of purchase agreement

FROM:

X7.2.2 Are all mower hydraulics separate from the tractor hydraulics X YES _____ NO

TO:

X7.2.2 Are all mower hydraulics separate from the tractor hydraulics (excluding use of
tractor hydraulics) X YES _____ NO

FROM:

X7.5.1 Pump: Piston pump X YES _____ NO

TO:

X7.5.1 Pump: Are all pump(s) used piston pumps X YES _____ NO

FROM:

X7.6.2.5 Is trash deflector rubber, full length standard X YES _____ NO

TO:

X7.6.2.5 Is trash deflector chain, full length standard X YES _____ NO

ADD:

X7.11.2 Is tire laminated X YES _____ NO

ADD:

X7.11.3 Is there a 1/2 inch Lexan shield to right side of tractor cab X YES _____ NO

Is it fastened, hinged meeting OSHA safety standards X YES _____ NO

ADDENDUM NO. 1

October 26, 2006

132- CLASS MOWER (SHORT BOOM)**Note: Not Limited to**

1996	J. Deere	6200
1997	J. Deere	6200
1998	J. Deere	6210
1999	J. Deere	6110
2001	J. Deere	6210
2002	J. Deere	6220
2003	J. Deere	6220
2004	J. Deere	6220
2005	J. Deere	5455

DBS PS

REQUISITION HEADER AND LINE COMMENTS

RCM

NEXT FUNCTION: _____ ACTION: _____ 10/26/2006 10:53:46
REQUEST: _____ SAVE SHOW PAGE NO: _____

=====

BUY ENTITY: PUR REQUISITION NO: 707EC011

CATALOG NO: _____ ITEM NO: e10 BEGINNING SEQUENCE NUMBER: _____

A/B C/D	REQ. LINE	SEQ NO.	COMMENTS/SPECIFICATIONS/INSTRUCTIONS	PRINT LINE
		95	EXHIBIT 10	Y
		100		Y
		105	REQUISITION NO.: .707EC011	Y
		110		Y
		115	ADDENDUM ACKNOWLEDGEMENT	Y
		120		Y
		125	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED	Y
		130	ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY	Y
		135	PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	Y
		140		Y
		145	ADDENDUM NO.'S:	Y
		150		Y
		155	NO. 1 ..YES....	Y
		160		Y
		165	NO. 2 ..YES....	Y
		170		Y
		175	NO. 3 ..NO.....	Y
		180		Y
		185	NO. 4 ..NO.....	Y
		190		Y
		195	NO. 5 ..NO.....	Y
		200		Y
		205	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE	Y
		210	ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.	Y
		215		Y
		220	<i>Carroll G. Fushin</i>	Y
		225	SIGNATURE	Y
		230		Y
		235	. FAIRPLAIN TRACTOR SALES INC.	Y
		240	COMPANY	Y
		245		Y
		250 11-06-06	Y
		255	DATE	Y
		260		Y
		265		Y
		270	REV. 11/96	Y

SIGN IN SHEET

RFQ# 707ECOIL
Date 10/26/06

Firm & Representative Name:

Mailing Address:

Phone&Fax#:

- | | | |
|---|---|---|
| 1. <u>Fairplay Tractor</u>
<u>Gene Fisher</u> | <u>P.O. Box 787</u>
<u>Ripley W.Va. 25271</u> | <u>P 304-372-9875</u>
<u>F 304-372-2713</u> |
| 2. <u>Keeler's Serv. Center</u>
<u>Larry Keeler</u> | <u>Rt 2, Box 590</u>
<u>Leon, WV 25123</u> | <u>304-895-3874</u>
<u>304-895-3639</u> |
| 3. <u>Diamond Mowers</u>
<u>Frank Hernandez</u>
<u>Case, John Deere Equipment</u> | <u>27134 Park Lane Dr</u>
<u>Sioux Falls, SD 57106</u> | <u>800-658-5561</u>
<u>605-498-1222</u>
<u>1 304 736-2120</u>
<u>(1800 594-1111)</u> |
| 4. <u>John Ford</u> | <u>668 Pine Creek Ave Bidwell, Ohio</u>
<u>45614</u> | <u>740-446-2412</u> |
| 5. <u>Middletown Tractor</u>
<u>Zach Marsh</u> | <u>2032 Fairmont Ave.</u>
<u>Fairmont WV 26554</u> | <u>304 366-4690</u>
<u>304 366 4698</u> |
| 6. <u>MOTRIM</u>
<u>Tom Brill</u> | <u>240 STEUBENVILLE AVE</u>
<u>CAMBRIDGE, OH</u> | <u>740-439-2725</u>
<u>740. 432-2098</u> |
| 7. <u>Brian D...
J...</u> | <u>Steve Brownwood</u> | <u>Knoxville, TN</u> |

Please print or write legibly!
Your Fax # is essential to contact you timely!

SIGN IN SHEET

Page ___ of ___

RFP# _____

Date _____

Firm & Representative Name:

Mailing Address:

Phone&Fax#:

1. Hayhurst Equip.

P.O. Box 457

P 304-659-2917

Phillip R. Cottrill

PENNSBORO, W.V. 26105

F 304-659-3371

2. Foster Cochran

Dan Weese

3. _____

4. _____

5. _____

6. _____

7. _____

Please print or write legibly!
Your Fax # is essential to contact you timely!



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
707EC011

PAGE
1

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

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

VENDOR

SHIP TO

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

DATE PRINTED 11/03/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/08/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGE 132-CLASS MOWER (SHORT BOOM) LIST						
FROM: 2005 J. DEERE 5455						
TO: 2005 MASSEY 5455						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		020-16	\$12,200.00	\$12,200.00
SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER						
***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL:						\$12,200.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

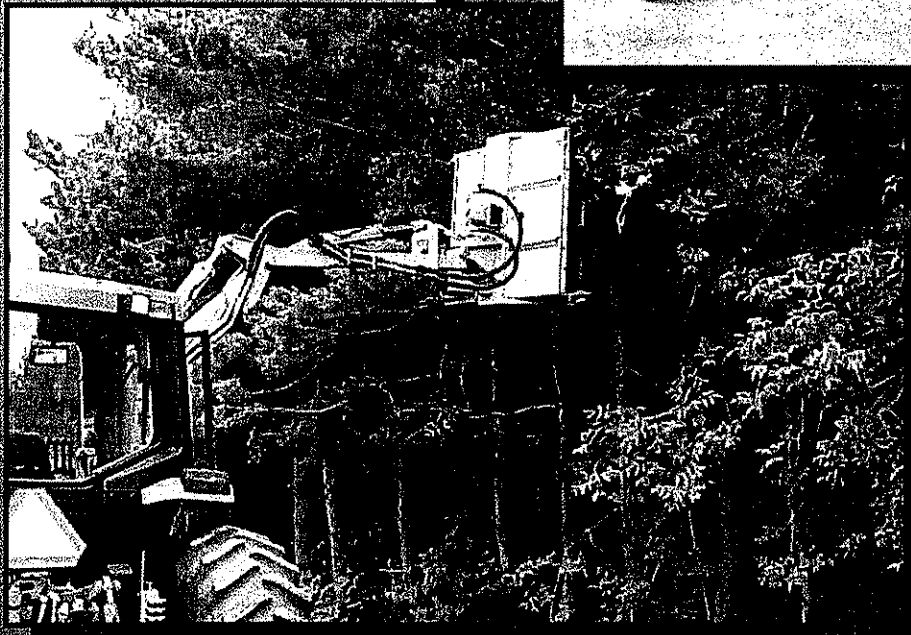
SIGNATURE <i>Carroll H Fisher</i>	TELEPHONE 304-372-9875	DATE 11-06-06
TITLE PRESIDENT	FEIN 550540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



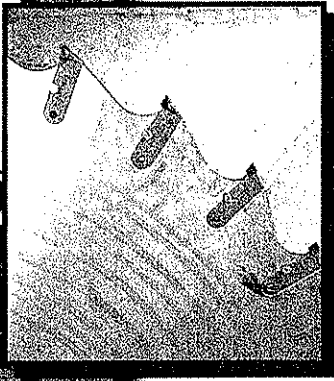
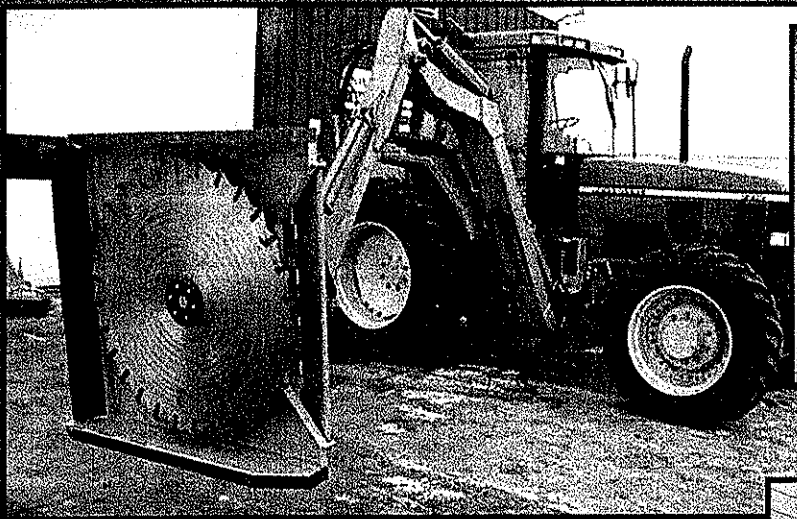
BOOM MOWERS

DB-50C - 20' Boom Mower - 50' Rotary
Mounted on Kubota M105 Tractor



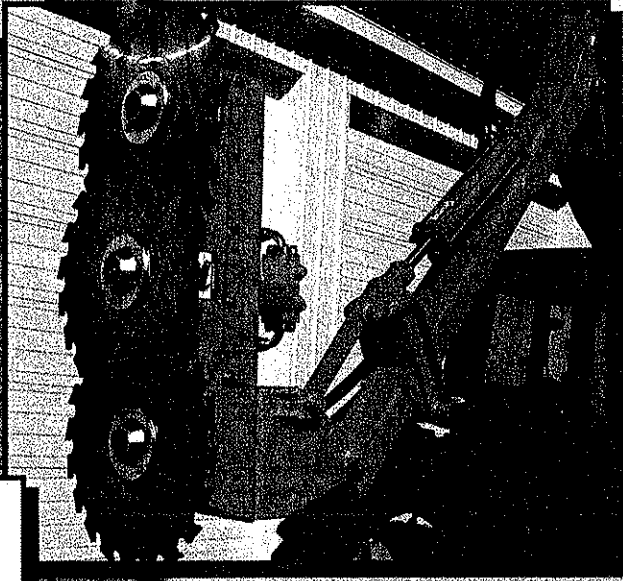
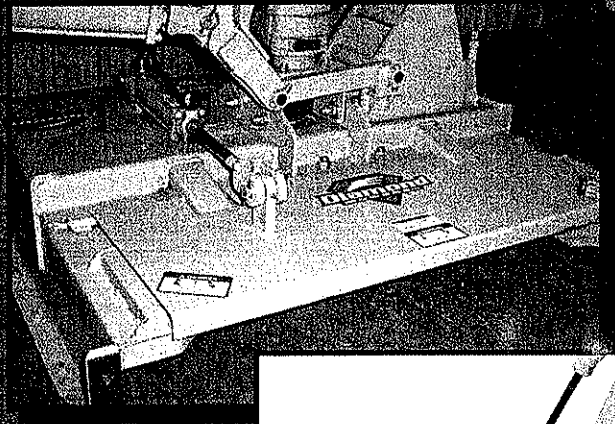
Boom Mower

DB5000 - Fits 50" Rotary Deck

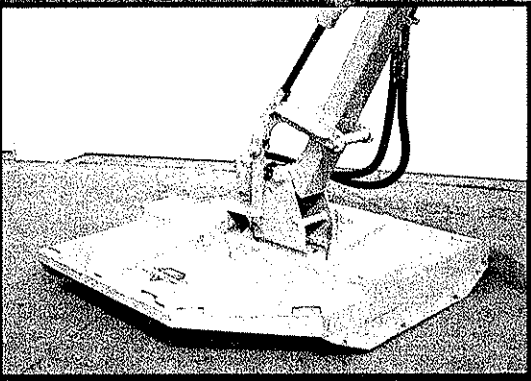


Replaceable Tips
24" and 48" Blades

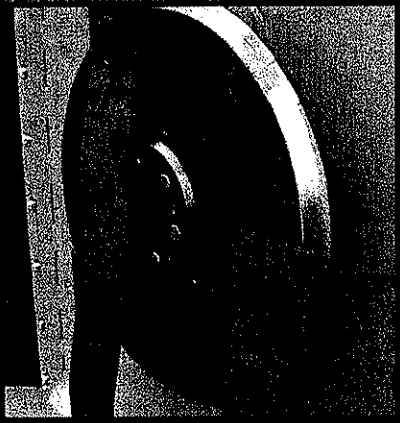
DB5000 - Fits 50" Rotary Deck



3 Blade Sawhead - 24" Blades
Will Fit Any Model Diamond Boom



DB6000 - Fits 60" Rotary Deck



Heavy Duty Series - DB-25
25' Boom - 50" Rotary Mounted on John Deere 6715



Rear Cradle Standard on Heavy Duty Series

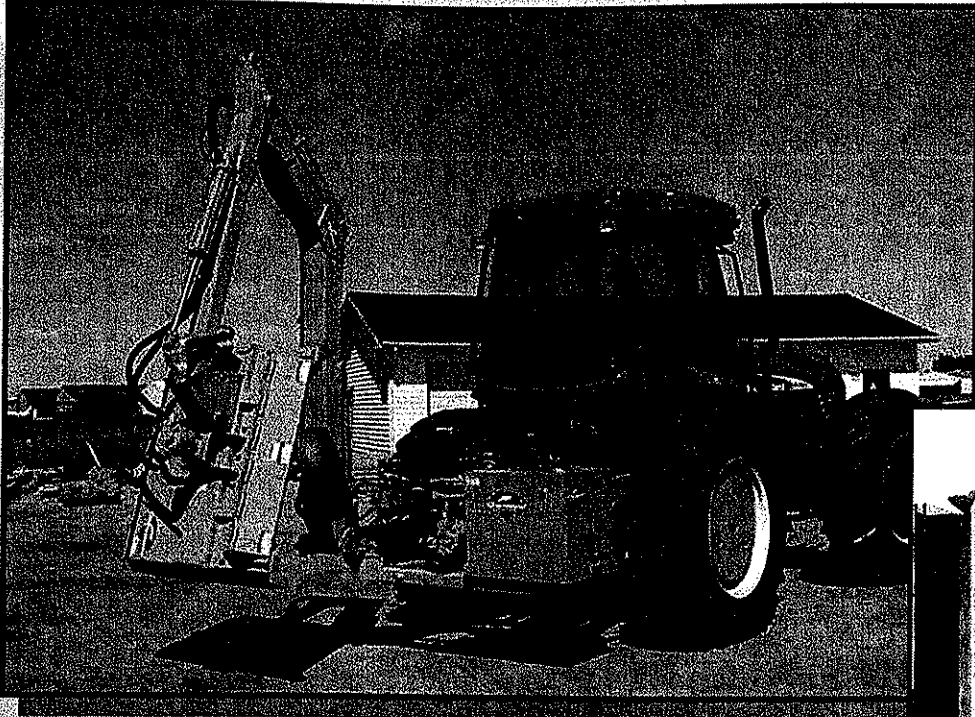


Optional Pump &
Hood Guard

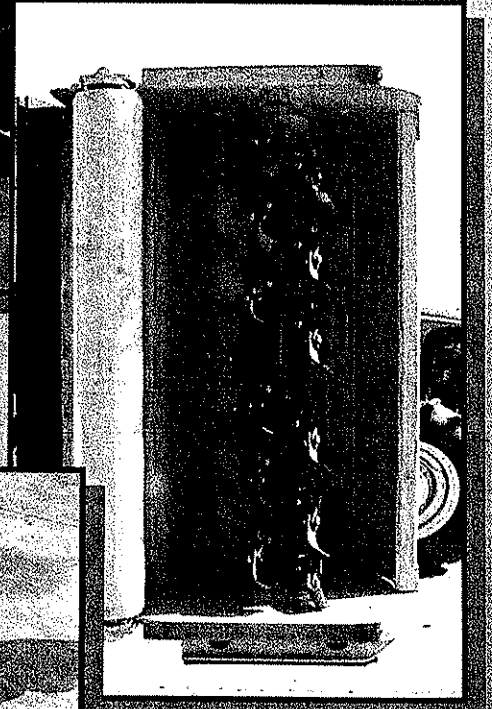
3/4" Kniv
Standard



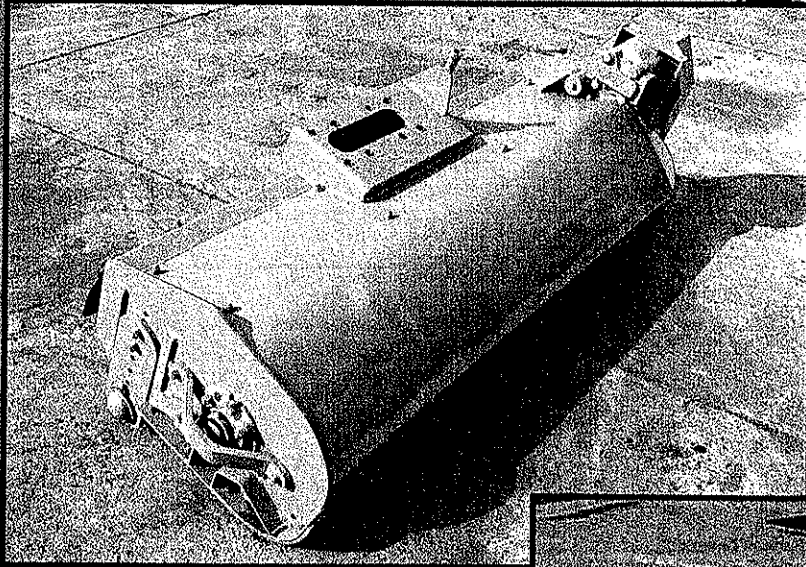
**DB50 - 20' Boom
50" Rotary mounted on New Holland TV145**



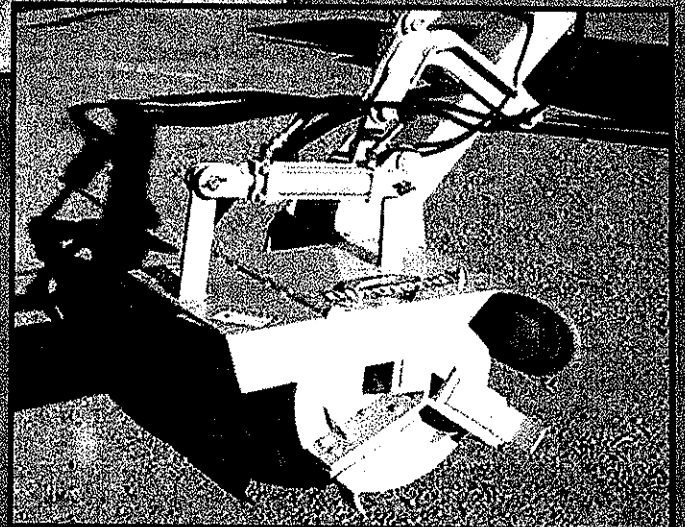
DBF-50H - 50" Boom Flail



DBF-63H - 63" Boom Flail



Ditcher Attachment - 22' Width



Heavy Duty Series

Wheel Loader Boom includes: Auxiliary Engine 85HP
Joystick Control, Murphy Shut Down in Cab Control Center

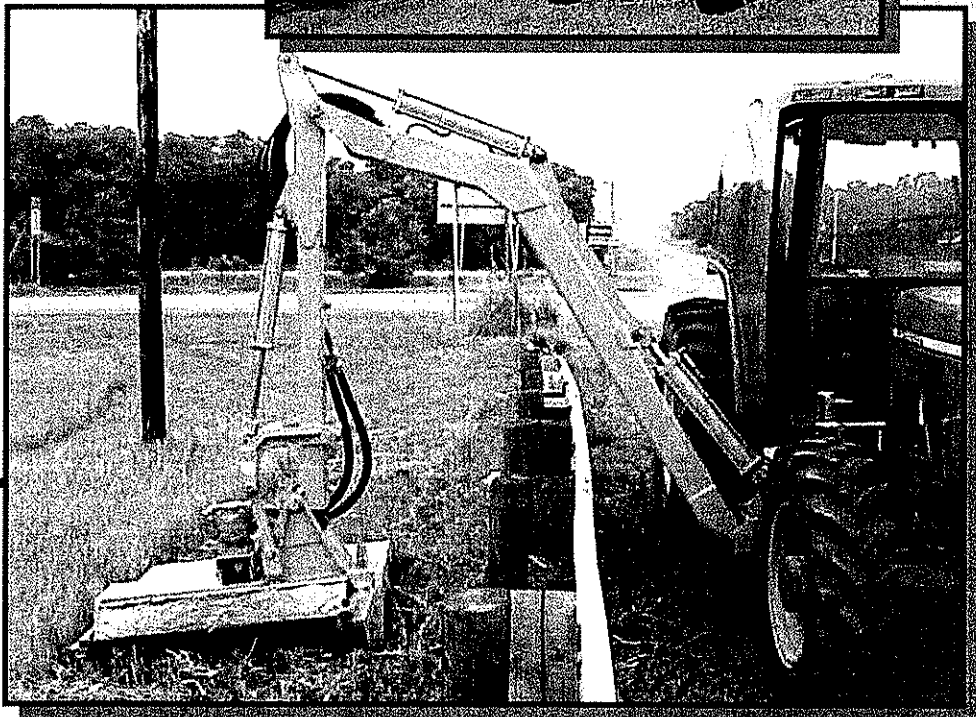


Kubota M105S - with Diamond DB50



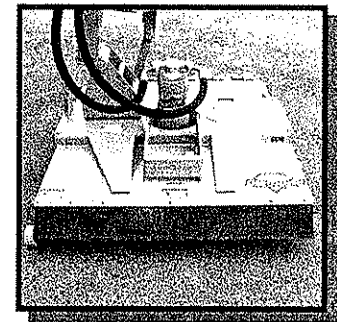
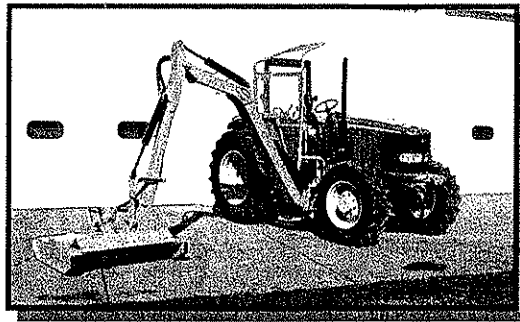
Trim Trees and Large
Brush with a Rugged
Diamond Boom Mower

DB50 - 20' Boom - 50" Rotary
Easily Reach Over Guard Rail or
Other Obstacles





Optional Electronic Joystick



50" Rotary Cutters are
Webblade Compatible

Boom Mower Specifications

For Tractor Adaptation - Contact Distributor/Manufacturer

- Cutter head Rotation - 180 degrees around outer boom
- Main Frame - solid type, frame mount
- Lift Cylinders - three cylinders mounted on **top of booms**
- Lift Cylinders - industrial, welded type, with spherical bearings installed at each end
- Inner and Outer Booms - constructed of 70,000 PSI steel reinforced with 100,000 PSI steel
- Boom Pivot Points - have replaceable steel backed acetal bearings with grease pockets
- Horizontal Position Cylinder - double acting, industrial, welded type, with auto-cushion end stroke device and spherical bearings installed at each end
- Inner lift cylinder - double acting, industrial, welded type, equipped with **nitrogen accumulator** auto-cushion end stroke device, and spherical bearings installed at each end
- Lift Control Valve - four bank electro-hydraulic proportional, load sensing, with single joy stick controller or cable controls
- 1" Thick Stump Jumper Disks - standard
- Hydraulic Pump - steel gear type with cast steel housing, 120 HP rated
- Main Control Valve - non-restrictive, electric solenoid type, starter lockout switch and hydraulic brake - standard
- Hoses - high pressure drive and return 1" I.D.
- Hoses - suction 1-1/2" I.D.
- Hydraulic Reservoir - 65 gallons
- Hydraulic Filter - in reservoir, 75 GPM rated, 25 micron element and restriction gauge
- Operator Protective Device - cab unit polycarbonate window
- Wheel Weight - 1,400-2,200 lbs.
- Spindle shall be one piece - 4340 steel, mounted in straight FAG roller bearings
- Spindle for power to cutting assembly shall be 6-1/2" in diameter at its largest area x 13" long, with bearing areas of 2.755" with a minimum of 4-1/2" between bearing centers.
- Spindle shall be direct-coupled with splined replaceable threaded end.
- Spindle housing shall be attached to the cutting head to absorb 240,000 lbs. of shear strength and distribute this load over a square area of 169 inches.
- Minimum spindle speed is 1,750 R.P.M.

Heavy Duty Series

20' and 25' Rear Cradle Standard

Standard Series

17', 20' and 25' Rear Cradle Optional

Reach measured from tractor center line. Reach may vary with tractor model, and tire combination.



Diamond Mowers, Inc.

27134 Parklane Drive • Sioux Falls, SD 57106

(800) 658-5561 or (605) 368-5865

Fax: (605) 498-1222

www.diamondmowers.com

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: FAIRPLAIN TRACTOR SALES INC.

Authorized Signature: *Carroll M Fisher* Date: 11-06-06