



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
707EC011

PAGE
1

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

VENDOR

\*709044440      304-659-2917  
 HAYHURST EQUIPMENT INC  
 PO BOX 457  
 PENNSBORO WV 26415

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	Net 30 Days	Factory Direct	Destination	Pre-Paid

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	REFER TO PAGE 18	
<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	TELEPHONE	DATE
<i>Phillip A. Catlett</i>	304-659-2917	04 Nov. 2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Ag. Sales Mgr.	55-056-5833-001	

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 &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</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>Hayhurst Equipment, Inc.</u></p> <p>DATE: <u>04 November 2006</u></p> <p>SIGNED: <u><i>Philip A. Cottelle</i></u></p> <p>TITLE: <u>Agricultural Sales Manager</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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<p>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.:      707EC011</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: center;">----- 304-659-3371 -----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):				Phillip A. Cottrille		
***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL: _____						

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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.

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 Pump: Piston pump

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
  - 7.6.2.5 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: Hayhurst Equipment, Inc.

Address: P.O. Box 457, 435 W. Myles Ave., Pennsboro, WV 26415

Telephone Number: 304-659-2917

Years Bidder has been registered to do business with the State of West Virginia: 36 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: 30 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 45 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA:

X5.1 Prices in quantities of

1-10	<u>\$12,872.89</u>	per unit
11-20	<u>12,825.00</u>	per unit
21 and over	<u>12,815.00</u>	per unit

*Change 11/7/2006  
PAC*

X6.0 SPECIFICATIONS - GENERAL

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

Alamo, Brahman 60" Side Rotary 2006/2007 Production

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: Side Mount Rotary Cutter MAKE: Alamo

MODEL: Brahma 60" YEAR: 2006-07 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: Tractor Make/Model dependent WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: Phillip A. Cottrille PHONE: 304-659-2917

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: Primary EATON MODEL: MD/Hydrostatic

FILTERS MAKE Secondary PARKER LUBRICANT PAVC MANUFACTURER TYPE

PART NO. \_\_\_\_\_

OIL \_\_\_\_\_ ENGINE \_\_\_\_\_

AIR INNER \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

AIR OUTER \_\_\_\_\_ POWER STEERING \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_ HYDRAULIC \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_ DIFFERENTIALS \_\_\_\_\_

COOLANT \_\_\_\_\_ BRAKE FLUID \_\_\_\_\_

HYDRAULIC 02968923 Inline COOLANT \_\_\_\_\_

OTHER 02968879 Tank Screen 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:

Standard 2-Year "Bumper to Bumper" warranty applies covering

all issues with exception to mis-use, neglect and common wear.

### 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)

Refer to attached standard Alamo Warranty

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.

Any and all warranty issues "can" be performed at DOH facilities  
with DOH responsible for Travel and/or transportation charges.

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

Hayhurst Equipment, Inc.     Pennsboro, WV     26415     \$100,000.00

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: <u>  5  </u> % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: <u>  2  </u> % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: <u>  0  </u> % 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                         \$  50.00  per mechanic hour
- B. Travel Time Charge             \$  60.00  per mechanic hour  
(Specify if one-way)                   X   ; port to port   X
- C. Mileage Charge                     \$  NONE  per vehicle mile  
(Specify if one-way)                 \_\_\_\_\_; port to port \_\_\_\_\_
- D. Field Mechanic Rate                 \$  60.00  per mechanic hour
- E. Specify period of time that prices are in effect:   12 Months
- F. Surcharge for miscellaneous items:   15   %

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: Alamo Model: Brahma 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 (SEE ADDENDUM

X7.3 Filter:

X7.3.1 Suction line: 100 mesh

X7.3.2 Main in-tank filter 10 micron, 35 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  NO

X7.4.2 Is mower capable of raising 17 inches vertically, 6 inches below grade  YES  NO

\*\* 30" of vertical lift

\*\*

## X7.5 Hydraulics:

X7.5.1 Pump: Piston pump  YES  NO (SEE ADDENDUM)  
5,000PSI

X7.5.2 GPM: 46 @3600RPM Manufacturers standard?  YES  NO

X7.5.3 Valve (to mower head): Two (2) position (electric solenoid controlled with direct acting relief valve)  YES  NO

X7.5.4 Rating of drive shaft assembly 184 ft. lbs. torque

X7.5.4.1 Suction line: 3/4 inches

X7.5.4.2 Motor circuit hoses: 1 inches

X7.5.4.3 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 inch

X7.6.2.2 Reinforcing frame: 2-3/4 inch x 13-1/2 inch channel

X7.6.2.3 Side skirt: 3/8 inch thick

X7.6.2.4 Are skid shoes full length replaceable  YES  NO

X7.6.2.5 Is trash deflector rubber, full length standard  YES  NO (SEE ADDENDUM)

## X7.7 Spindle:

X7.7.1 Is spindle alloy steel, tapered roller bearings, bottom in oil bath  YES  NO

X7.7.2 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 inch x 5 inch x 32 inch

X7.9.2 Blades: Full swing 360 degrees  YES  NO

Size: 1/2 inch x 4 inch x 17-7/8 inch Heat treated up draft alloy steel  YES  NO

X7.9.3 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:

Clean, prime, paint. Federal Yellow

X7.13 Does unit comply with OSHA requirements  YES  NO

X7.14 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  NO

Will 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**  
 \*709044440      304-659-2917  
**HAYHURST EQUIPMENT INC**  
**PO BOX 457**  
**PENNSBORO WV 26415**

**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
10/31/2006	Net 30 Days	Factory Direct	Destination	Pre-Paid

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		
SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER						
***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Phillip A. Stutte</i>	TELEPHONE 304-659-2917	DATE 04 Nov. 2006
TITLE Ag. Sales Mgr.	FEIN 55-056-5833-001	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 (3<sup>rd</sup> 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 (3<sup>rd</sup> 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: \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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

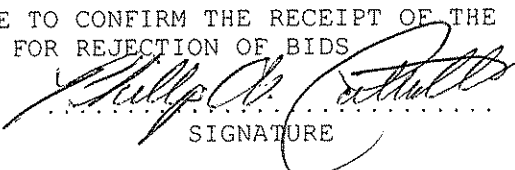
RCM

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 <b>Yes</b> .....	Y
		160		Y
		165	NO. 2 <b>Yes</b> .....	Y
		170		Y
		175	NO. 3 .....	Y
		180		Y
		185	NO. 4 .....	Y
		190		Y
		195	NO. 5 .....	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		Y
		225	SIGNATURE	Y
		230		Y
		235	... Hayhurst Equipment, Inc.	Y
		240	COMPANY	Y
		245		Y
		250	04 November 2006	Y
		255	DATE	Y
		260		Y
		265		Y
		270	REV. 11/96	Y

# SIGN IN SHEET

RFP# 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>Keefer's Sil. Center</u> <u>Larry Keefer</u>	<u>Rt 2, Box 590</u> <u>Leon, WV 25123</u>	<u>304-895-3874</u> <u>304-895-3639</u>
3. <u>Diamonds Mowers</u> <u>Frank Hernandez</u>	<u>27134 Park Lane Dr</u> <u>Sioux Falls, SD 57106</u>	<u>800-658-5561</u> <u>605-498-1222</u>
4. <u>Crane, chain &amp; equipment</u> <u>John Mark</u>	<u>668 Pine Crest Ave Bidwell, Ohio</u> <u>45614</u>	<u>1 304 736-2120</u> <u>(1800 594-1111)</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>MDTRIM</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... 1</u> <u>[Signature]</u>	<u>8888 [unclear]</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.  
Phillip A. Coit

P.O. Box 457  
PENNSBORO, W.V. 26415

P 304-659-2917  
F 304-659-3371

2. Farmco  
Don 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

\*709044440      304-659-2917  
 HAYHURST EQUIPMENT INC  
 PO BOX 457  
 PENNSBORO WV 26415

VENDOR

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
11/03/2006	Net 30 Days	Factory Direct	Destination	Pre-Paid
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		
				SIDE MOUNTED HYDRAULICALLY POWERED 60" ROTARY MOWER		
				***** THIS IS THE END OF RFQ 707EC011 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Phillip A. ...</i>	304-659-2917	04 Nov. 2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Ag. Sales Mgr.	55-056-5833-001	

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

# *The \*AEM Industrial/Agricultural Mower Manufacturers Council and the \*FEMA Rotary Cutter Council offer these* **Rotary Cutter Operation Safety Recommendations**

---

**Intended for:** Employers, Supervisors, Managers and Training Coordinators of Municipalities, Highway Departments, Contractors, Schools, Farmers, and other organizations or individuals responsible for mowing operations and rotary cutter operators

**Purpose:** To prevent mower accidents  
To protect mower operators and bystanders  
To maintain equipment operational efficiency  
To prevent unproductive down time

**Recommendations:**

These recommendations are covered in four sections:

	<i>Page</i>
1) Proper equipment for mowing .....	2
2) Safety training for operators and supervisors.....	3-4
3) Equipment inspection and maintenance .....	5-7
4) Worksite inspection and preparation .....	8

## **SAFETY RESPONSIBILITY**

It is the responsibility of the employers, managers and supervisors to provide adequate knowledge and training so that the mower operators are able to recognize potential hazards and utilize the skills necessary to avoid them. Safety training materials available from AEM & FEMA can be part of the training program to assist in pointing out some of the basic safety situations the operators may encounter during operation and maintenance of the equipment and recommend possible ways of dealing with these conditions.

It is impossible to cover every potential hazardous situation a mower operator may encounter, but the knowledge and practice of basic safety rules will help build good judgment in all situations. The objectives of the mower manufacturers from AEM and FEMA are to help the operator develop good safety practice habits and be a better mower operator.

Equipment manufacturers have no direct control over machine application, operation, inspection, lubrication, or maintenance; therefore, it is the owner/supervisor and operator's responsibility to use good safety practices whenever operating the mower. This important information is intended to help reduce the potential for serious personal injury, downtime, and machinery repair. But it is up to the owner/supervisor and operator to make these safety procedures an important part of every workday.

The AEM Industrial/Agricultural Mower Manufacturers Council and the FEMA Rotary Cutter Council strongly recommend that monthly safety meetings be held with all mower operators. These meetings should reinforce the required safety awareness and practices for mower operations and the potential hazards that may be encountered when mowing. Continuing safety education and awareness is extremely important in the reduction of injuries and the prevention of accidents. Every mower operator should be provided with annual mower training that includes the AEM/FEMA Industrial and Agricultural Mower Safety Practices video and guidebook and the mower equipment operator's manual and instructions.

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\*AEM (Association of Equipment Manufacturers), FEMA (Farm Equipment Manufacturers Association)

## 1) PROPER EQUIPMENT FOR MOWING

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### **The tractor should be equipped with:**

- an enclosed ROPS cabs and seat belts for operator protection. ("ROPS" stands for Roll Over Protection Structure and must meet the requirements of ASAE S383.1);
- a flashing warning beacon;
- wheels spread to 8 foot width, both front and rear;
- front-end tractor weights to maintain proper steering traction when tractor is equipped with a 3-point hitch mower in the raised position. (See tractor and mower operator's manuals for proper ballasting.);
- fully operational and functional brakes, steering and power take-off (PTO);
- all tractor safety guards are in place and functioning properly;
- proper horsepower and PTO speed for the mower.

### **The rotary cutter should be equipped with:**

- the maximum available flexible chain curtains or solid deflector shields available from the manufacturer (usually referred to as "double chain guards"). These chain curtains deflect or reduce objects thrown from mower blades to help prevent serious injury or death of bystanders from thrown objects. (The mower must meet or exceed SAE J232 rotary mower safety thrown object requirements.);
- driveline shields and rotating parts guards or shields to avoid serious injury or death from body entanglement in mower moving parts. (This guarding must meet or exceed ASAE S493 and ASAE S318 guarding requirements.);
- fully operational and functional shielding that is in good condition.

### **Operators should be equipped with the following Personal Protective Equipment (PPE):**

- Safety glasses with side shields (must always be worn when mowing)
- Safety shoes
- Hearing protection
- Respirators or filter mask if using non-cab tractors
- Hard hat
- Heavy gloves
- Protective clothing

## 2) SAFETY TRAINING FOR OPERATORS AND SUPERVISORS

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The mower manufacturer members of AEM have developed a set of comprehensive safety instructional and training materials to be used in conjunction with OSHA safety training programs for operator and supervisor safety awareness and training.

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This program includes but is not limited to:

- the AEM Industrial/Agricultural Mower Safety Manual for operating and maintenance personnel;
- the AEM Industrial and Agricultural Mower Operator Safety Practices Video
- the AEM Guidebook for Operators of Rotary Cutting Equipment.

This training material supplements the equipment manufacturer's operator's manual and instructions and can be purchased from the AEM Store through their web site at [www.aem.org](http://www.aem.org).

The training material is intended to point out some of the basic safety situations you may encounter during operation and maintenance of your machine and suggest possible ways of dealing with these conditions.

It is the responsibility of the owner/supervisor to ensure that every operator is thoroughly educated in the operation of the mowing equipment and to be able to recognize the potential hazards that exist on the worksite. Every operator must be trained on each piece of tractor/mowing equipment required for the job and must understand the intended use of this equipment.

These mowing safety practices are recognized by the rotary cutter manufacturers as being effective for enhancing safety of operators and bystanders. It is impossible to cover every potential hazardous situation you may encounter, but the knowledge and practice of basic safety rules will help build good judgment in all situations.

Other information which may affect the safe operation of your equipment may be contained in the mower manufacturer's operator's manual and instructions, on safety signs or in insurance requirements, employer's safety and training programs, safety codes, local, state/provincial and national laws, rules and regulations.

### **Mower Safety Practices**

**A responsible operator and/or owner/supervisor should understand the mower safety information and practices before operating the equipment by:**

- ❖ reviewing and following the safety practices shown in the Industrial and Agricultural Mower Safety Practices Video;
- ❖ reading and following the equipment manufacturers operator's manuals and instructions and operating safety practices and;
- ❖ explaining to users or operators who cannot read or who do not understand operator's manuals and instructions and operating safety practices.

**A responsible operator should comply with these safety practices when operating the tractor and mower by:**

- ⇒ fastening their seat belt to avoid accidentally falling off and suffering serious injury or death from tractor or mower run-over;
- ⇒ avoiding drug or alcohol use when operating equipment;
- ⇒ not allowing riders on the tractor or mower to avoid accidentally falling off and suffering serious injury or death from a tractor or mower run-over

## **2) SAFETY TRAINING FOR OPERATORS AND SUPERVISORS (continued)**

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- ⇒ keeping bystanders at least 300 feet clear of rotary mower operating areas to avoid equipment run-over and potential thrown object exposures;
- ⇒ keeping the mower thrown object shielding in place, removing objects, and avoiding blade contact with these objects will minimize thrown object exposure to bystanders;
- ⇒ using the recommended 6 inch cutting height for rotary cutters for roadside mowing to minimize severely wearing, bending, or breaking of blades from excessive ground contact and to minimize blade contact with ground objects;
- ⇒ avoiding sudden starts, stops, turns and excessive speed for terrain conditions in order to keep control over, and safely operate the equipment. (When operating the mower, ground speeds should not exceed 5 miles per hour.);
- ⇒ not operating mower in transport position to avoid potential blade contact exposure;
- ⇒ locking up wing-type and side-mounted mowers into transport position before transporting on public roads to avoid accidentally lowering equipment in the path of traffic;
- ⇒ following local traffic codes for slow moving vehicles and keeping SMV, lights, reflectors clearly visible when transporting on public roads to ensure you are seen by other vehicles;
- ⇒ lowering the mower, disengaging the PTO, stopping the engine, removing the key, de-energizing the hydraulic system, setting the parking brake, putting the transmission in the park position, and waiting for all moving parts to stop before dismounting tractor to park or service and maintain equipment to avoid serious injury or death from entanglement, equipment run over and crushing from falling equipment;
- ⇒ referring to manufacturer's manuals for proper maintenance, repair and service procedures;
- ⇒ securely supporting and blocking-up or locking-up mower before working underneath mower or other lifted components
- ⇒ detaching the implement input Driveline from the tractor before servicing the implement;
- ⇒ using only manufacturer's replacement guards and shielding. (Other guarding or shielding sources may not fit or have inadequate materials to meet the strength requirements of the equipment.);
- ⇒ using only manufacturer's critical safety-related parts (self-locking blade bolts, blades, pins, shields or other special items) that have specific strength, design and fit requirements for the make and model mower you are using;
- ⇒ not making equipment modifications or using repair parts that were not approved by mower manufacturer. (This will help avoid serious injury or death by reducing exposures to substituted parts and unapproved modifications.);
- ⇒ performing a pre-operation check of the equipment and not operating the mower if any thrown object or driveline shields/guards are damaged or missing;
- ⇒ only using an approved tractor for towing the mower as other vehicles may not have the required braking capacity.

### **3) EQUIPMENT INSPECTION AND MAINTENANCE**

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A daily equipment inspection of the tractor and mower should be conducted before the equipment is used. You may use the inspection sheets to assist with these daily inspections. Any damaged or missing guards should be repaired or replaced before operating the mower. Failure to repair the damaged shield can result in objects being thrown from the mower and possibly hitting the operator or bystander.

#### **Inspect the Mower for Safe Operating Condition**

- Make sure the driveline guards and shielding are in place and in good repair.
- Inspect the chain guards, flexible and/or solid deflector thrown object shielding to assure that they are in place on the front and rear of the mower deck and in good repair. Repair or replace any damaged or missing thrown object shields.
- Ensure the mower cutting height is set at a minimum height of six (6) inches to reduce the possibility of the mower blades contacting the ground.
- On pull type equipment, make sure the tow chain is securely attached to the tractor and the mower.
- Inspect for broken, chipped, bent, missing, or severely worn blades. Replace damaged blades before operating the mower. Ensure the blade retaining bolts and fasteners are secure and tight.
- Lubricate the driveline universal joints and telescoping members daily.
- Inspect the wheel lug bolt/nuts to assure that they are tight.
- If mower is equipped with pneumatic tires, make sure they have the required air pressure.
- Inspect for worn or damaged decals and safety instructions. Replace unreadable, damaged or missing safety decals.
- Follow the operator's manual(s) inspection and maintenance instructions for lubricating parts, and keeping thrown object shielding, driveline guards, rotating parts shields, mower blades and decals in good repair.

#### **Inspect the Tractor for Safe Operating Condition:**

- Inspect the controls, lights, SMVs (Slow Moving Vehicle sign), seat belts, and ROPS to assure that they are in place and in good working order.
- Be sure the tires, wheels, lug bolts/nuts are in good condition.
- Make sure the tractor brakes and steering are in proper operating condition.
- Follow the operator's manual(s) inspection and maintenance procedures for keeping the tractor in good and safe condition before operating.



# Rotary Cutter DAILY PRE-OPERATION Inspection Sheet (Sample)

Mower ID# \_\_\_\_\_ Make \_\_\_\_\_

Date: \_\_\_\_\_ Shift \_\_\_\_\_



**WARNING:** Before conducting the inspection, make sure the tractor engine is off, all rotation has stopped and the tractor is in the park position with the parking brake engaged. Make sure the mower is resting on the ground or securely blocked up and all hydraulic pressure has been relieved.

Rotary Mower Item	Condition at start of shift	Specific comments (if not O.K.)
The Operator's manual is in the canister on the mower.		
All safety decals are in place and legible.		
The tongue/hitch connection bolts & pins are tight.		
There are no cracks in tongue or hitch		
The tow chain is secured to the tractor & mower.		
The hydraulic cylinder pins are tight.		
There are no leaking or damaged hoses.		
The mower deck is clear of cut grass and debris.		
Chain guards/deflectors are in place & in good condition.		
Driveline/gearbox shields are in good condition.		
Driveline clutches are in good condition, not frozen.		
Driveline telescoping members & u-joints are lubricated.		
Driveline yokes are securely attached to PTO & mower.		
Gearbox mounting bolts are tight.		
Gearbox oil is at the proper level.		
Blade carrier retaining nut or bolt is tight.		
Blades are not chipped, cracked or bent.		
Blade bolts are tight.		
Wheel lug nuts are tight.		
Transport locks are in good condition.		

Operators Signature: \_\_\_\_\_

**DO NOT OPERATE an UNSAFE TRACTOR or MOWER**



# Tractor DAILY PRE-OPERATION Inspection Sheet (Sample)

Tractor ID# \_\_\_\_\_ Make \_\_\_\_\_  
 Date: \_\_\_\_\_ Shift \_\_\_\_\_



**WARNING:** Before conducting the inspection, make sure the Tractor engine is off, all rotation has stopped and the tractor is in the park position with the parking brake engaged. Make sure the mower is resting on the ground (or is securely blocked up and supported) and all hydraulic pressure has been relieved.

Tractor Item	Condition at start of shift	Specific comments (if not O.K.)
The flashing lights function properly.		
The SMV sign is clean and visible.		
The tires are in good condition with proper pressure.		
The wheel lug bolts are tight.		
The tractor brakes are in good condition.		
The steering linkage is in good condition.		
There are no visible oil leaks.		
The hydraulic controls function properly.		
The ROPS or ROPS cab is in good condition.		
The seatbelt is in place and in good condition.		
The 3-point hitch is in good condition.		
The drawbar pins are securely in place.		
The PTO master shield is in place.		
The engine oil level is full.		
The brake fluid level is full.		
The power steering fluid level is full.		
The fuel level is adequate.		
The engine coolant fluid level is full.		
The radiator is free of debris.		
The air filter is in good condition		

Operators Signature: \_\_\_\_\_

**DO NOT OPERATE an UNSAFE TRACTOR or MOWER**



#### 4) WORKSITE INSPECTION AND PREPARATION

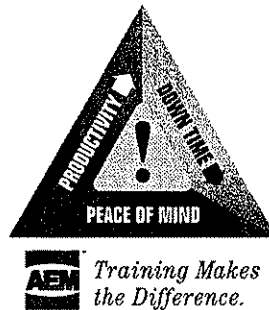
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##### **Inspect the worksite or road right-of-way for foreign objects and obstructions.**

- To avoid the potential for thrown objects, it is important to understand that rotary cutters can throw objects 300 feet, the length of a football field. When you plan to use a rotary cutter to mow along a road, it is necessary to look for debris by walking and inspecting the area before mowing. Objects like wire, cable, rocks, tires, and metal objects that can be thrown by the rotary cutter must be removed or marked clearly and avoided. Tall grass may need to be mowed at an intermediate height so you can thoroughly inspect the site and remove or mark foreign objects and obstructions.

##### **Prepare the area for safe mower operation.**

- Place appropriate signage around the mowing area to warn bystanders and motor vehicle drivers that mowers are operating in the area.
- Clearly mark solid objects and area hazards such as culverts, stumps, washouts, drop-offs, bumps, ruts, steep slopes, slippery ground or other rough terrain conditions so that the tractor operator can avoid these objects and areas and prevent equipment upsets, rollovers, breakdowns, and dangerous driving conditions.



##### **Association of Equipment Manufacturers**

6737 W. Washington St.  
Suite 2400  
Milwaukee, WI 53214  
Toll free: 1-866-AEM-0442  
Fax: 1-414-272-1170  
[www.aem.org](http://www.aem.org)



##### **Farm Equipment Manufacturers Association**

1000 Executive Parkway  
Suite 1000  
St. Louis, MO 63141  
Phone: 1-314-878-2304  
Fax: 1-314-878-1742  
[www.farmequip.org](http://www.farmequip.org)

This literature provided by:



1502 East Walnut St.  
Seguin, Texas 78155  
1-800-882-5762  
[www.alamo-industrial.com](http://www.alamo-industrial.com)

# ALAMO INDUSTRIAL LIMITED WARRANTY

## 1. LIMITED WARRANTIES

- 1.01. Alamo Industrial warrants for <sup>2</sup>one year from the purchase date to the original non-commercial, governmental, or municipal purchaser ("Purchaser") and warrants for six months to the original commercial or industrial purchaser ("Purchaser") that the goods purchased are free from defects in material or workmanship.
- 1.02. Manufacturer will replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in your Operator's Manual.
- 1.04. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.

## 2. REMEDIES AND PROCEDURES.

- 2.01. This limited warranty is not effective unless the Purchaser returns the Registration and Warranty Form to Manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the Authorized Dealer ("Dealer") from whom Purchaser purchased the goods or an approved Authorized Dealer ("Dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the Dealer.
- 2.04. If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will:
- (a) Repair or replace the defective goods or part(s) or
  - (b) Reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer.

The choice of remedy shall belong to Manufacturer.

- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the Dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the Dealer to the designated factory.

## 3. LIMITATION OF LIABILITY.

- 3.01. MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.02. MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.03. EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.04. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

## 4. MISCELLANEOUS.

- 4.01. Proper Venue for any lawsuits arising from or related to this limited warranty shall be only in Guadalupe County, Texas.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

### KEEP FOR YOUR RECORDS

ATTENTION: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Alamo Industrial Implement Model \_\_\_\_\_ Serial Number \_\_\_\_\_

Date Purchased \_\_\_\_\_ Dealer \_\_\_\_\_

ATTENTION:  
READ YOUR OPERATOR'S MANUAL

**ALAMO INDUSTRIAL**

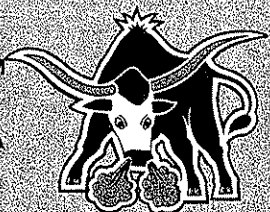
An Alamo Group Company  
Post Office Drawer 549  
Seguin, Texas 78156  
830-379-1480



ALAMO

**A**

**BRAHMA™**



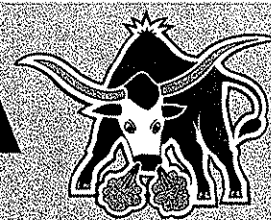
- Closed Loop Hydraulics
- Piston Pump and Motor

- Parallel Lift
- 1000 Curving, etc.

# ALAMO



# BRAHMA



## FEATURES

### DEEP DECK ROTARY

- Better air flow.
- Cleaner cut.
- Greater discharge.
- Rear roller.
- Faster ground speed.
- Higher torque.
- Reinforced front bumper.
- Rear roller will not permit discharge.

### HIGH SPEED FLAIL

- Higher tip speed.
- Finer, cleaner cut.
- Better mulch.
- Less horsepower required.

### MOTT® 74" & 88" FINE-CUT FLAIL

- Light weight.
- Clean design.
- Dual belt drive.
- Self-tensioning.

### CLOSED LOOP HYDRAULIC

- More power than open hydraulics.
- Blade stops in six seconds from full RPM.
- Less heat production.
- Higher efficiency.
- Compact size.
- Piston pump and piston motor.
- Low-shock on demand hydraulic delivery.
- Smaller hoses - no solenoid valves in motor circuit.
- Requires small, 17 gallon reservoir tank.

### PARALLEL LIFT

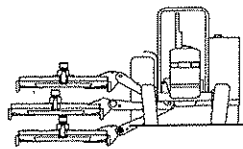
- Single joystick control.
- The cutting deck remains at the same angle when the arm is raised.

### 190° CUTTING ARC

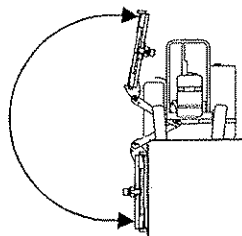
- The deck can be operated from 90° below ground level to 100° above ground level.

### 30" CURB HEIGHT

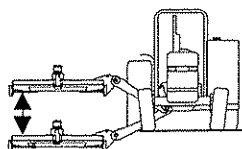
- The deck can be raised over 30" to accommodate all curb heights.



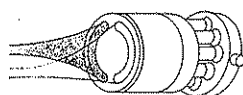
Parallel Lift



190° Cutting Arc



30" Curb Height



Closed Loop Hydraulics  
Piston, Pump, & Motor



Single Joystick Control

## SPECIFICATIONS

### GENERAL

- Mower is mounted between front and rear wheels of tractor.
- 190° cutting head arc of movement.
- 30" minimum curb height with head parallel.
- 102" transport width (approximate).
- Cutting head remains parallel when arm is raised.

### HYDRAULIC SYSTEM

- Hydraulic tank capacity minimum 17 gallons.
- 10 micron suction filter.
- Self-contained crankshaft-driven tandem pump.
- Cylinder lift pump delivers 3,000 PSI and 15 minimum operating horsepower.
- Closed loop motor hydraulic system.
- Piston pump and piston motor.
- Cutting head pump delivers 3,500 PSI and 48 minimum operating horsepower.
- Cutting head pressure line is 1" diameter, minimum 16,000 PSI burst pressure.
- Electro-solenoid control engaging variable piston pump for cutter head with safety start and shut off.
- Single joystick control.
- No hydraulic hoses in close proximity to operator.

### DEEP DECK ROTARY MOWING HEAD

- 60" cutting width.
- 3/8" thick side sheets.
- Deck material 10 gauge.
- Inner and outer, full length, replaceable skid shoes.
- Blade rotation is a minimum of 17,500 FPM.
- Spindle housing is cast carbon steel.
- 5/16" chain guard.

### OPTIONS

- "Stump Jumper" blade pan.
- 2, 3, or 6 rotary blades (up-draft or flat style) pan only.
- 60" high speed flail head with DFK blades.
- 74" or 88" Mott flail deck with industrial or fine cut blades.

DEALER:



P.O. Drawer 549  
Seguin, Texas 78156-0549  
1-800-882-5762

This information is intended to be of a general nature only; specifications are subject to change without notice as we continue to improve our products.

Mott® is a registered trademark of Alamo Group Inc.

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: Hayhurst Equipment, Inc.

Authorized Signature: *[Signature]* Date: 04 November 2006