

31173



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
707EC020

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
03/07/2007				

BID OPENING DATE: **04/11/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-51	\$291,897.84	\$291,897.84
SKID STEER LOADER WITH ATTACHMENTS OPEN END CONTRACT TO PROVIDE SKID STEER LOADER WITH ATTACHMENTS AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 351-2-F THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 3/29/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST) ON TUESDAY, 3/20/07. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305 QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115 IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

RECEIVED

2007 MAY -9 P 1:04

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Conell A Fisher</i>	TELEPHONE 304-372-9875	DATE 05-07-2007
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</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</p>						

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

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<p>GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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</p>						

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<p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> 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><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p>						

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<p>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 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</p>						

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SIGNATURE <i>Carol M Fisher</i>	TELEPHONE 304-372-9875	DATE 05-07-2007
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<p>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>MAY 7, 2007</u></p> <p>SIGNED: <u>Carroll G Fisher</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 ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>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>						

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	SEALED BID					
	BUYER:			33		
	RFQ. NO.:			707EC020		
	BID OPENING DATE AND TIME					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
				(304) 372-2713		
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
				CARROLL GENE FISHER		
	***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:					\$291,897.84

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 351-2-F

OPEN END CONTRACT
SKID STEER LOADER WITH ATTACHMENTS

1.0 PURPOSE

It is the purpose of these specifications to describe a Skid Steer Loader with Attachments Including Costs (hereinafter referred to as 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. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **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 each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt 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 vendors 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 90 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 45 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 including all attachments that meets or exceeds the specifications.

Prices for the units with attachments shall be in quantities of 1-5, 6-10 and 11 and over. However, for evaluation purposes, we will use quantities 1-5 for loader and all attachments. DOH reserves the right to place multiple orders in any quantity. Orders placed may be with one (1) or all attachments. Attachments may be ordered as needed.

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, 2007 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 to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia prior to delivery of the pilot.

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 parts and labor warranty is required for this unit including attachments.

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:

The unit furnished under this specification shall be of the latest improved model in current production as offered to commercial trade and to be of good quality as to workmanship and material used. This bid represents that all the equipment offered in this advertisement shall be new.

The unit will be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be included. All parts to conform in strength, quality and workmanship to the accepted standards of the industry. Any variation from these specifications must be indicated on the bid or on a separate attachment to the bid. This sheet must be labeled as such.

- 8.1 Operating weight of skid steer unit shall be a minimum of 6875 lbs.
- 8.2 Wheelbase: 41.8 inches minimum
- 8.3 Diesel Engine:
 - 8.3.1 Horsepower (Net) 68 HP minimum
 - 8.3.2 Engine pre-heat system shall be provided
 - 8.3.3 Manufacturer's recommended fuel filter with water separator to be provided
 - 8.3.4 Unit shall be equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature
 - 8.3.5 Dry type air filtration with primary and secondary elements

8.4 Hydraulic System:

- 8.4.1 Auxiliary hydraulics 19.3 GPM minimum
- 8.4.2 Unit shall have high flow hydraulic system providing adequate flow and pressure for specified attachments.
- 8.4.3 Filtration approximately 3 micron
- 8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments. Must include gallons label and sight gauge.
- 8.4.5 Hydraulic hoses to be cordorva wrapped for operator protection
- 8.4.6 Auxiliary front hydraulics with couplers shall be provided with easy access with controls at operation station.

8.5 Electrical System:

- 8.5.1 Manufacturer's heavy duty 12 volt system
- 8.5.2 Alternator 70 Amps minimum
- 8.5.3 Battery to be manufacturers heavy duty maintenance free 12 volt approximately 850 CCA
- 8.5.4 Work lights, dual front halogen; one rear halogen minimum

8.6 Instrumentation: Shall be provided with audible and/or lighted warnings

- 8.6.1 Fuel level
- 8.6.2 Battery voltage
- 8.6.3 Engine coolant temperature
- 8.6.4 Transmission charge pressure
- 8.6.5 Hydraulic oil temperature
- 8.6.6 Engine oil pressure
- 8.6.7 Engine air cleaner restriction
- 8.6.8 Park brake reminder
- 8.6.9 Seat belt reminder

- 8.7 Tires:
 - 8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating
- 8.8 Safety:
 - 8.8.1 Backup alarm (OSHA approved)
 - 8.8.2 Certified ROPS and FOPS shall be provided
 - 8.8.3 Parking brake manufacturers standard
 - 8.8.4 All manufacturers safety related decals and safe operation recommendations shall be affixed to each unit upon delivery
 - 8.8.5 Rear view mirror shall be provided
 - 8.8.6 Unit shall be equipped with rear window emergency escape
 - 8.8.7 Low profile strobe light must be mounted for 360° visibility (Aero-Flash M-420 or equal)
 - 8.8.8 Front and rear emergency flashers shall be provided
 - 8.8.9 Fire extinguisher bracket
- 8.9 Accessories:
 - 8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments
 - 8.9.2 Rear counterweights must be provided to adequately balance unit with heaviest attachment mounted.
 - 8.9.3 Vinyl suspension seat with automotive type seat belt shall be provided
 - 8.9.4 Cab-all-weather enclosure with sliding side glasses
 - 8.9.5 Front door with wiper, washer shall be provided
 - 8.9.6 Unit must have manufacturers heater/defroster/with air conditioner
 - 8.9.7 Unit shall be hydrostatic all wheel drive
 - 8.9.8 Integral belly plate

- 8.10 Paint:
 - 8.10.1 Manufacturers recommended paint preparation and color to be provided
- 9.0 Attachments with attachment control kit:
 - 9.1 All attachments must be mounted on a quick-change mechanism. (Ref. 8.9.1)
 - 9.2 Backhoe operation must be possible with the lift arms in the down position.
 - 9.3 A remote attachment control device should be available for specified attachments (marked by an “**”) to start the loader and operate the attachment from the outside the operator control area.
 - 9.4 A single control unit should be provided which will control all available attachments.
 - 9.5 The following attachments should be available:
 - 9.5.1 Angle Broom*
 - 9.5.2 Auger
 - 9.5.3 Backhoe
 - 9.5.4 Bale Fork
 - 9.5.5 Box Blade
 - 9.5.6 Box Blade with Laser Receiver*
 - 9.5.7 Breaker
 - 9.5.8 Brush Saw
 - 9.5.9 Brushcat Rotary Cutter
 - 9.5.10 Buckets
 - 9.5.10.1 Construction 325
 - 9.5.10.2 Construction 78 inch HD
 - 9.5.10.3 Construction 84 inch HD
 - 9.5.10.4 Foundry 72 inch
 - 9.5.10.5 Foundry 78 inch HD
 - 9.5.10.6 Manure/Slurry 72 inch
 - 9.5.10.7 Manure/Slurry 84 inch
 - 9.5.10.8 Multi-Purpose 72 inch
 - 9.5.10.9 Multi-Purpose 78 inch
 - 9.5.10.10 Multi-Purpose 84 inch
 - 9.5.10.11 Tooth 72 inch
 - 9.5.10.12 Tooth 78 inch HD
 - 9.5.10.13 Tooth 84 inch HD
 - 9.5.10.14 Utility 72 inch
 - 9.5.10.15 Utility 78 inch HD
 - 9.5.10.16 Utility 84 inch HD
 - 9.5.11 Chipper*
 - 9.5.12 Combination Bucket
 - 9.5.13 Concrete Mixer*

- 9.5.14 Concrete Pump
- 9.5.15 Digger
- 9.5.16 Dozer Blade
- 9.5.17 Drop Hammer
- 9.5.18 Dumping Hopper
- 9.5.19 Flail Cutter
- 9.5.20 Forks, Utility
- 9.5.21 Grader
- 9.5.22 Grapple, Industrial
- 9.5.23 Grapple, Root
- 9.5.24 Hydraulic Breaker
- 9.5.25 Landplane
- 9.5.26 Landscape Rake
- 9.5.27 Mower
- 9.5.28 Packer Wheel
- 9.5.29 Pallet Fork – Heavy Duty
- 9.5.30 Pallet Fork – Hydraulic
- 9.5.31 Planer:
 - 9.5.31.1 Standard*
 - 9.5.31.2 Curb*
 - 9.5.31.3 High Flow*
- 9.5.32 Scarifier
- 9.5.33 Scraper
- 9.5.34 Seeder
- 9.5.35 Snowblade
- 9.5.36 Snow B-Blade*
- 9.5.37 Snowblower*
- 9.5.38 Sod Layer
- 9.5.39 Soil Conditioner:
 - 9.5.39.1 Manual*
 - 9.5.39.2 Hydraulic*
- 9.5.40 Spreader
- 9.5.41 Stabilizer
- 9.5.42 Stump Grinder*
- 9.5.43 Sweeper
- 9.5.44 Three-Point Hitch
- 9.5.45 Tiller
- 9.5.46 Tracks, steel
- 9.5.47 Tree Spade*
- 9.5.48 Trench Compactor
- 9.5.49 Trencher
- 9.5.50 Utility Frame
- 9.5.51 Vibratory Roller
- 9.5.52 Water Kit
- 9.5.53 Wheel Saw
- 9.5.54 Whisker Broom

- 10.0 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.
- 11.0 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.
- 12.0 Preventive Maintenance and Operators Orientation/Training:
- 12.1 The manufacturer or dealer shall provide a minimum of one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids; i.e., videos, charts, manuals, etc. to be furnished by successful vendor. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc. required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

Vendors should type the Bidder's Evaluation Report
BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 351-2-F

SKID STEER LOADER WITH ATTACHMENTS

NOTE TO BIDDER: Procurement Specification No. 351-2-F, 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. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.

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

Reference Requisition No.: 707EC020

Bidder's Name: FAIRPLAIN TRACTORS 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: 33 YRS.

Years Company has been an authorized dealer for proposed unit: 20 YRS.

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 90 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price for loader only in quantities of	1-5	<u>\$27,547.84</u>	per unit
	6-10	<u>\$27,547.84</u>	per unit
	11 and over	<u>\$27,547.84</u>	per unit

Prices for loader and all attachments in quantities of	1-5	<u>\$291,897.84</u>	per unit
	6-10	<u>\$291,897.84</u>	per unit
	11 and over	<u>\$291,897.84</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

2007 NEW HOLLAND L185
 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

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: SKID STEER LOADER MAKE: NEW HOLLAND

MODEL: L 185 YEAR: 2007 PURCHASE AMOUNT: _____

ENGINE: MAKE: NEW HOLLAND MODEL: 334TN2 FUEL TYPE: #2 DIESEL

HORSEPOWER: 78 GROSS HP CYLINDER: 3 ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: 4.5 GALLONS

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

HEATER & AIR CONDITIONING 87438128

FAN BELT (V-BELT) 86982450

GVW: 2.7 GALLONS AXLE CAPACITY: FRONT: (EACH SIDE) REAR: _____

TIRES: FRONT MAKE & SIZE: 12.00 X 16.5 12 PLY

REAR MAKE & SIZE: 12.00 X 16.5 12 PLY

DIMENSIONS OF UNIT: LENGTH: 141" WIDTH: 71.3" LENGTH: _____

VENDOR CONTACT PERSON: CARROLL GENE FISHER PHONE: (304) 372-9875

PARTS:

BATTERY MAKE: NEW HOLLAND MODEL: MAINTENANCE FREE CCA: 925

TOP OR SIDE POST: TOP DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: BOSCH PART # 851284

FUEL PUMP OR INJECTION PUMP MAKE: BOSCH VE MODEL: BOSCH VE

ALTERNATOR MAKE: BOSH PART #: 87042117

STARTER MAKE: _____ PART #: 87040161

TURBO CHARGER MAKE: _____ PART #: 2853037

TRANS. MAKE: X MODEL: X AUTO/MANUAL: MANUAL

HYDRAULIC PUMP MAKE: DEXROTH MODEL: PUMPS AND MOTORS

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL ENGINE	<u>NEW HOLLAND</u>	<u>87803201</u>	ENGINE	<u>NEW HOLLAND/AMBRA SUPER GOLD 15W-40</u>
AIR INNER	<u>PRIMARY</u>	<u>86982522</u>	TRANSMISSION	<u>10W-30</u>
AIR OUTER	<u>SECONDARY</u>	<u>86982523</u>	POWER STEERING	<u>X</u>
FUEL PRIMARY	<u>X</u>		HYDRAULIC	<u>10W-30</u>
FUEL SECONDARY	<u>X</u>		DIFFERENTIALS	<u>X</u>
COOLANT	<u>X</u>		BRAKE FLUID	<u>X</u>
HYDRAULIC	<u>NEW HOLLAND</u>	<u>9842392</u>	COOLANT	<u>50% ETHYLENE GLYCOL</u>
OTHER			OTHER	<u>X</u>

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 directly to Letha Lamb, Training Academy prior to the delivery of the pilot?
 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 parts and labor warranty included for unit and attachments?
 YES NO

Describe:

NEW HOLLAND YES

WOODS YES

F.F.C. YES

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)

SKID STEER LOADER 2 YEAR WARRANTY
F.F.C. PRODUCT 2 YEAR WARRANTY
WOODS 2 YEAR 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.

ALL WARRANTY JOBS WILL BE DONE AT FAIRPLAIN TRACTOR SALES INC.

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

NEW HOLLAND PART, KNIGHTS FARM SUPPLY, GLEN EASTON, WV
HAYHERST EQT. PENNSBOUGH, WV

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: 10 % discount
B. Terms: Net 60 Manufacturer's published list price less: 10 % discount
C. Terms: Net 90 Manufacturer's published list price less: 10 % 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 \$ 60.00 per mechanic hour

B. Travel Time Charge \$ 60.00 per mechanic hour
(Specify if one-way) X ; port to port X

C. Mileage Charge \$ 0 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: LENGTH OF CONTRACT

F. Surcharge for miscellaneous items: 5 %

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: NEW HOLLAND Model: L 185

Will the unit be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation YES NO

Are all parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment be included? YES NO

X8.1 Operating weight of skid steer unit: 7300 lbs.

X8.2 Wheelbase: 48.1 inches

X8.3 Diesel Engine:

X8.3.1 Horsepower (Net): 72 HP

X8.3.2 Is engine pre-heat system provided YES NO

X8.3.3 Is manufacturer's recommended fuel filter with water separator provided? YES NO

Manufacturer: BOSH

- X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature YES NO
- X8.3.5 Dry type air filtration with primary and secondary elements YES NO
- X8.4 Hydraulic System:
- X8.4.1 Auxiliary hydraulics: 34.7 GPM
- X8.4.2 Does unit have high flow hydraulic system providing adequate flow and pressure for specified attachments YES NO
- X8.4.3 Filtration: 6 micron
- X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO
- Is gallons label and sight gauge included YES NO
- X8.4.5 Are hydraulic hoses cordova wrapped for operator protection YES NO
- X8.4.6 Are auxiliary front hydraulics with couplers provided with easy access with controls at operator station YES NO
- X8.5 Electrical System:
- X8.5.1 Manufacturers heavy duty 12 volt system YES NO Manufacturer: _____
- X8.5.2 Alternator: 95 amps
- X8.5.3 Battery manufacturers heavy duty maintenance free 12 volt YES NO CCA: 925
- X8.5.4 Work lights, dual front halogen; at least one rear halogen YES NO
- X8.6 Instrumentation: Audible and/or lighted warnings YES NO
- X8.6.1 Fuel level YES NO
- X8.6.2 Battery voltage YES NO
- X8.6.3 Engine coolant temperature YES NO
- X8.6.4 Transmission charge pressure YES NO
- X8.6.5 Hydraulic oil temperature YES NO
- X8.6.6 Engine oil pressure YES NO
- X8.6.7 Engine air cleaner restriction YES NO

- X8.5.8 Park brake reminder YES NO
- X8.6.9 Seat belt reminder YES NO
- X8.7 Tires:
- X8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating YES NO
 Manufacturer: TITAN
- X8.8 Safety:
- X8.8.1 Backup alarm (OSHA approved) YES NO
- X8.8.2 Certified ROPS and FOPS YES NO
- X8.8.3 Parking brake manufacturers standard YES NO
- X8.8.4 All manufacturers safety related decals and safe operation recommendations affixed to each unit upon delivery YES NO
- X8.8.5 Rear view mirror YES NO
- X8.8.6 Equipped with rear window emergency escape YES NO
- X8.8.7 Low profile strobe light mounted for 360° visibility YES NO
 Manufacturer/Model: PSE AMBER 90 SERIES
- X8.8.8 Front and rear emergency flashers YES NO
- X8.8.9 Fire extinguisher bracket YES NO
- X8.9 Accessories:
- X8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments YES NO
- X8.9.2 Rear counterweights provided to adequately balance unit with heaviest attachment mounted YES NO
- X8.9.3 Vinyl suspension seat with automotive type seat belt YES NO
- X8.9.4 Cab-all-weather enclosure with sliding side glasses YES NO
- X8.9.5 Front door with wiper, washer YES NO
- X8.9.6 Does unit have manufacturers heater/defroster/with air conditioner YES NO

X8.9.7 Is unit hydrostatic all wheel drive X YES NO

X8.9.8 Integral belly plate X YES NO

X8.10 Paint:

X8.10.1 Describe manufacturers recommended paint preparation and color: _____

PAINTED AT THE FACTORY THE STANDARD COLOR

YELLOW AND BLACK

X9.0 Attachments with attachment control kit:

X9.1 Are all attachments mounted on a quick-change mechanism X YES NO

X9.2 Backhoe operation possible with the lift arms in the down position X YES NO

X9.3 Is a remote attachment control device available for specified attachments (marked by an “*”) to start the loader and operate the attachment from the outside the operator control area X YES NO

X9.4 Is a single control unit provided which will control all available attachments X YES NO

X9.5 Attachments and pricing:

X9.5.1 Angle Broom* _____

X9.5.2 Auger _____

X9.5.3 Backhoe _____

X9.5.4 Bale Fork _____

X9.5.5 Box Blade _____

X9.5.6 Box Blade with Laser Receiver* _____

X9.5.7 Breaker _____

X9.5.8 Brush Saw _____

X9.5.9 Brushcat Rotary Cutter _____

X9.5.10 Buckets:

X9.5.10.1 Construction 325 _____

X9.5.10.2 Construction 78 inch HD _____

X9.5.10.3 Construction 84 inch HD _____

X9.5.10.4	Foundry 72 inch	_____
X9.5.10.5	Foundry 78 inch HD	_____
X9.5.10.6	Manure/Slurry 72 inch	_____
X9.5.10.7	Manure/Slurry 84 inch	_____
X9.5.10.8	Multi-Purpose 72 inch	_____
X9.5.10.9	Multi-Purpose 78 inch	_____
X9.5.10.10	Multi-Purpose 84 inch	_____
X9.5.10.11	Tooth 72 inch	_____
X9.5.10.12	Tooth 78 inch HD	_____
X9.5.10.13	Tooth 84 inch HD	_____
X9.5.10.14	Utility 72 inch	_____
X9.5.10.15	Utility 78 inch HD	_____
X9.5.10.16	Utility 84 inch HD	_____
X9.5.11	Chipper*	_____
X9.5.12	Combination Bucket	_____
X9.5.13	Concrete Mixer*	_____
X9.5.14	Concrete Pump	_____
X9.5.15	Digger	_____
X9.5.16	Dozer Blade	_____
X9.5.17	Drop Hammer	_____
X9.5.18	Dumping Hopper	_____
X9.5.19	Flail Cutter	_____
X9.5.20	Forks, Utility	_____
X9.5.21	Grader	_____
X9.5.22	Grapple, Industrial	_____
X9.5.23	Grapple, Root	_____

X9.5.24	Hydraulic Breaker	_____
X9.5.25	Landplane	_____
X9.5.26	Landscape Rake	_____
X9.5.27	Mower	_____
X9.5.28	Packer Wheel	_____
X9.5.29	Pallet Fork – Heavy Duty	_____
X9.5.30	Pallet Fork – Hydraulic	_____
X9.5.31	Planer:	
X9.5.31.1	Standard*	_____
X9.5.31.2	Curb*	_____
X9.5.31.3	High Flow*	_____
X9.5.32	Scarifier	_____
X9.5.33	Scraper	_____
X9.5.34	Seeder	_____
X9.5.35	Snowblade	_____
X9.5.36	Snow B-Blade*	_____
X9.5.37	Snowblower*	_____
X9.5.38	Sod Layer	_____
X9.5.39	Soil Conditioner:	
X9.5.39.1	Manual*	_____
X9.5.39.2	Hydraulic*	_____
X9.5.40	Spreader	_____
X9.5.41	Stabilizer	_____
X9.5.42	Stump Grinder*	_____
X9.5.43	Sweeper	_____
X9.5.44	Three-Point Hitch	_____

- X9.5.45 Tiller _____
- X9.5.46 Tracks, steel _____
- X9.5.47 Tree Spade* _____
- X9.5.48 Trench Compactor _____
- X9.5.49 Trencher _____
- X9.5.50 Utility Frame _____
- X9.5.51 Vibratory Roller _____
- X9.5.52 Water Kit _____
- X9.5.53 Wheel Saw _____
- X9.5.54 Whisker Broom _____

PRICING FOR ALL ATTACHMENTS _____

X10.0 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes? X YES NO

X11.0 Does the unit conform to the advertising guidelines? (Describe)
 YES

X12.0 Preventive Maintenance and Operator's Training School:

X12.1 Will a preventative maintenance and operator's training seminar be provided? X YES NO

If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? X YES NO

Will all manuals, booklets, etc. preventive maintenance, operator procedures, and service schedule be delivered with each unit? X YES NO

If NO, explain _____

ADDENDUM #2
707EC020

OPEN END CONTRACT

SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO SPECIFICATIONS:

FROM:

5.1 SECOND PARAGRAPH

Prices for the units with attachments shall be in quantities of 1-5, 6-10, and 11 and over. However, for evaluation purposes, we will use quantities 1-5 for loader and all attachments. DOH reserves the right to place orders in any quantity. Orders placed may be with one (1) or all attachments. Attachments may be ordered as needed.

TO:

5.1 SECOND PARAGRAPH

Prices for the units with attachments shall be in quantities of 1-5, 6-10, and 11 and over. Also, price for loader only shall be submitted as well. However, for evaluation purposes, we will use quantities 1-5 for loader and all attachments. DOH reserves the right to place multiple orders in any quantity. Orders placed may be with one (1) or all attachments. Attachments may be ordered as needed.

FROM:

8.4.2 Unit shall have high flow hydraulic system providing adequate flow and pressure for specified attachments.

TO:

8.4.2 Unit shall have high flow hydraulic system (30 GPM minimum).

DELETE:

9.3 A remote attachment control device should be available for specified attachments (marked by an “*”) to start the loader and operate the attachment from the outside the operator control area.

707EC020
ADDENDUM #2
Page 2

RENUMBER:

9.4
to A single control unit should be provided which will control all available attachments.
9.3

DELETE AS WRITTEN:

9.5 The following attachments should be available:
and
sub
topics
9.5.1
to and
including
9.5.54

ADD:

9.4 The following attachments shall be available and must be priced to award contract.

and
sub
topics
9.4.1
through
9.4.32
as follows:

**AUGER – WOODS
EQUIPMENT
CORPORATION OR
EQUAL**

Drive Type
Flow Range
Pressure Range
Maximum Bit Size
Approximate Weight
Performance Guide

HA 25

Planetary
10 – 30 gpm
3500 psi
36”
620 lb.
Heavy Duty

HA30

Planetary
10 – 40 gpm
3500 psi
36”
650 lb.
Heavy Duty

**BIT SPECIFICATIONS
FOR BOTH MODELS**

**Bit Specification – Hex –
Single Flight Extension**

Single Flight Extension

6” x 50” Head
12” x 50” Head
24” x 50” Head
12” extension
24” extension
48” extension

BACKHOE WITH 12 INCH BUCKET- ATTACHMENT TECHNOLOGIES INC. OR EQUAL	509	511	609	611
Transport Height	7 ft. 9 in.	8 ft. 10 in	7 ft. 9 in	8 ft. 10 in
Transport Width	5 ft. 0 in	5 ft. 0 in	4 ft. 9 in.	4 ft. 9 in
Ground Clearance	11 ft	11 ft	11 ft	11 ft
Overall Length	7 ft. 7 in	7 ft 9 in	7 ft 7 in	7 ft 9 in
Boom Pivot Height	16 in.	16 in.	16 in.	16 in.
Operating Weight w/12 in. Bucket	1425 lb.	1594 lb.	1702 lb.	1847 lb.
Digging Depth Maximum	9 ft. 8 in.	11 ft. 1 in.	9 ft. 8 in	11 ft. 1 in.
Digging Depth (2 ft.) Flat Bottom	9 ft. 7 in.	11 ft. 0 in.	9 ft. 7 in.	11 ft. 0 in.
Digging Depth (8 ft.) Flat Bottom	8 ft. 3 in.	9 ft. 11 in	8 ft. 3 in.	9 ft. 11 in
Overall Operating Height – Fully Raised	12 ft 10 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Loading Height	6 ft. 10 in	8 ft 0 in	6 ft. 10 in	8 ft. 0 in
Loading Reach	4 ft. 2 in.	5 ft 0 in	4 ft. 2 in	5 ft. 0 in
Reach from Swing Post	12 ft. 9 in	14 ft. 5 in	12 ft. 10 in	14 ft. 5 in
Bucket Rotation	180 degrees	180 degrees	180 degrees	180 degrees
Swing Arc	180 degrees	180 degrees	180 degrees	180 degrees
Straight Wall Digging Depth	7 ft. 3 in	8 ft. 2 in	7 ft. 3 in	8 ft. 2 in
Stabilizer Spread	7 ft. 11 in.	7 ft 11 in	9 ft. 11 in	9 ft. 11 in
Operating Position Stabilizer Down Below Grade	16 in	16 in	17 in	17 in
System Relief Valve Setting	2500 psi	2500 psi	2500 psi	2500 psi
Digging Force – Bucket Cylinder	5676 lb.	5676 lb.	5908 lb.	6167 lb.
Digging Force – Dipper Cylinder	2754 lb.	3056 lb.	3232 lb	4160 lb.

BACKHOE – MINI – FFC ATTACHMENTS OR EQUAL	MB 12	MB 18	MB 24
Digging Depth	5 ft. 6 in	5 ft. 6 in	5 ft. 6 in
Bucket Width	12 in	18 in	24 in
Weight	635 lb.	665 lb	695 lb.

BLADE – DOZER – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	DB 96
Width from Centerline to Inside Edge @ 15 degree Angle	49.31 in
Width from Centerline to Inside Edge @ 30 degree Angle	47.38 in
Dozer Blade Width @15 degree Angle	92.73 in.
Dozer Blade Width @ 30 degree Angle	83.56 in
Width from Centerline to Outside Edge @ 15 degree Angle	43.41 in.
Width from Centerline to Outside Edge @ 30 degree Angle	36.16 in.
Overall Width	96.00 in
Angle Left and Right	30 degrees
Overall Length	36.68 in
Overall Height	29.89 in.
Approximate Weight	1460 lb.

BOOM – MATERIAL HANDLING – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	MH 66
Rated Load Capacity	1500 lb.
Height	66 in.

BREAKER – HYDRAULIC – KOMATSU OR EQUAL	JPB 210
CIMA Tool Energy Rating	212 ft. lb.
Flow Range	22 gpm
Striking Rate	1375 bpm
Operating Pressure	2059 psi
Working Weight	527 lb.
Striking Rate (blows per minute)	1040 min
Adjusted Breaker Pressure	2000 psi
Max. Operating Pressure	2100 psi
Tool Diameter	2.5 in.

BROOM – ANGLE – POLY/WIRE BRISTLES – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	AB 84
Overall Width	94 in.
Sweeping Width	88 in
Overall Height	35.5 in.
Length Coupler to Brush Front	59.60 in.
Transport Height On Stand	40.0 in.
Maximum Angle (Left and Right)	30 degrees
Sweeping Width @ 30 degree Angle	76 in.
Weight	1031 lb.
Brush Diameter	32 in.
Wafers (Quantity)	45
Optional Water Kit with 25 Gallon Tank Manual/Hydraulic Angle	

BROOM – GENERAL PURPOSE PICK- UP – WOODS EQUIPMENT CORP. OR EQUAL	PB68
Brush Width	60 in.
Overall Width	68.5 in
Height	25.25 in
Length	67.7 in
Approximate Weight	714 lb.
Hopper Capacity	13.5 cu. ft
Optional Gutter Broom	Cleaning next to curbs

BRUSH CUTTER – FFC ATTACHMENTS	LAF 3772
OR EQUAL	
Overall Width	75.5 in
Cutting Width	72 in
Height	27 in
GPM Range	15-30 gpm
Max PSI Range	3500 psi
Blade Speed Min/Max	12474/19127 ft/min
Weight Approximate	1653 lb.

BUCKET – BRUSH GRAPPLE –	BG 84
ATTACHMENT TECHNOLOGIES INC.	
OR EQUAL	
Overall Width	84 in
Overall Depth	35.9 in
Grapple Width	20.5 in
Tine Spacing	6 in.
Grapple Height – Closed	26.4 in.
Grapple Hook – Opening	42 in.
Overall Weight (lbs)	826 lb.
Clamping Force (lbs)	1250 lb.
Number of Grapple Teeth	4
Number of Cylinders	2
Tines & End Plates	1/2 in. T1 steel (100,000 lb. yield)
Bore	2.00 in
Stroke	8.25 in
Rod Diameter	1.25 in.

BUCKET – FORKED SCRAP GRAPPLE – FFC ATTACHMENTS OR EQUAL	FSG 63	FSG 72
Opening Height	41 in.	41 in.
Height Closed	20 in.	20 in.
Usable Tooth Width	24.13 in. 63.44 in.	24.13 in. 73.06 in.
Number of Teeth	8	10
Approximate Weight	990 lb.	1100 lb.
Cylinder Bore	2 in.	2 in.
Cylinder Stroke	8 in.	8 in.

BUCKET – GENERAL PURPOSE – WOODS EQUIPMENT CORP. OR EQUAL	GP 68S	GP 73S	GP 68L	GP 73L
Type of Bottom	Short	Short	Long	Long
Width	68 in	73 in	68 in	73 in
Height	19 in	19 in	19 in	19 in
Length	29 in	29 in	35 in	35 in
Approximate Weight	440 lb.	469 lb.	475 lb.	508 lb.
Heaped Capacity	13.4 cu ft	14.4 cu ft	16.5 cu ft	17.8 cu ft
Optional Teeth	Weld on	Weld on	Weld on	Weld on
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in	66 3/8 in – 66 3/4 in	71 3/8 in – 71 3/4 in
Inside Bucket Width				

BUCKETS – GENERAL PURPOSE UTILITY & LIGHT MATERIAL – WOODS EQUIPMENT CORPORATION OR EQUAL	UT 72	LM 72	LM 78	LM 84
Type	GPU	LM	LM	LM
Width	72 in	72 in	78 in	84 in
Height	25 in	26 in	26 in	26 in
Length	35 in	38 in	38 in	38 in
Approximate Weight	553 lb.	585 lb.	617 lb.	660 lb.
Heaped Capacity	22.8 cu. ft	25.8 cu ft	28.1 cu ft	30.3 cu ft
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar Inside Bucket Width	70 3/8 in – 70 3/4 in	NA	NA	NA

BUCKET – HEAVY DUTY SCRAP GRAPPLE – WOODS EQUIPMENT CORP. OR EQUAL	SG 72	SG 78
Width	72 in	78 in
Height	28 in	28 in
Length	27 1/4 in	27 1/4 in
Capacity	14 cu ft	15.2 cu ft
Approximate Weight	856 lb.	886 lb.
Cylinder Bore Diameter	2 in.	2 in.
Cylinder Stroke	8 1/4 in	8 1/4 in
Optional Bolt on Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible

**BUCKET – MULTI-
PURPOSE – WOODS
EQUIPMENT CORP. OR
EQUAL**

MP 73

MP 78

Width	73 in	78 in
Height	31 in	31 in
Length	33 in	33 in
Heaped Capacity	14.2 cu ft	15.5 cu ft
Approximate Weight	644 lb.	688 lb.
Cylinder Rod Diameter	1 1/2 in	1 1/2 in
Cylinder Bore	2 1/2 in	2 1/2 in
Cylinder Stroke	8 in	8 in
Optional Bolt on Reversible Cutting Edge	5/8 in x 8 in reversible	5/8 in x 8 in reversible
Optional Bolt on Toothbar	71 3/8 in –	76 3/8 in –
Inside Bucket Width	71 3/4 in	76 3/4 in

**BUCKET – ROCK – ATTACHMENT
TECHNOLOGIES INC. OR EQUAL**

RB 75

Overall Width	74.35 in
Overall Depth	42.45 in
Depth with Skid Steer Mounting	49.80 in
Overall Height	21.77 in
Tine Spacing (Center to Center)	4.25 in
Tine Spacing (Between Tines)	3.125 in
Overall Weight (lbs.)	619 lb.
Number of Tines	18
Tine Rod Diameter	1.125 in

COLD PLANNER – WOODS EQUIPMENT CORP. OR EQUAL	CP 12	CP 16	CP 18	CP 24	CP 30
Depth of Cut	0-6 in	0-6 in	0-6 in	0-6 in	0-6 in
Width of Cut	12 in	16 in	18 in	24 in	30 in
Number of Teeth	28	50	56	70	77
Sideshift	22 in	22 in	22 in	22 in	22 in
Tilt	19 degrees	19 degrees	19 degrees	15 degrees	11 degrees
Weight	1200 lb.	1750 lb	2000 lb.	2300 lb.	2450 lb
Hydraulic Depth Control	Std	Std	Std	Std	Std
Hydraulic Tilt Control	Std	Std	Std	Std	Std

CONCRETE CLAW – FFC ATTACHMENTS OR EQUAL	10024
Working Width	24 in
Working Depth	48 in
Height OD	21 in
Rear Opening Height	7.5 in
Weight Approximate	575 lb.

FORKS – PALLET – ATTACHMENT TECHNOLGIES INC OR EQUAL	PF 48
Weight (Including mounting)	370 lb.
Fork Length	48 in
Fork Capacity	4000 lb.
Fork Spread Range	4 3/8 – 40 3/8 in
High Visibility Back Guard	Yes
Tooth Double Lock Downs	Yes

**GRAPPLE – LOG FORK – FFC
ATTACHMENTS OR EQUAL**

LG 28

Tine Length
Opening Height
Capacity
Weight

28.4 in
43.1 in
6400 lb.
610 lb.

**HITCH – THREE POINT – WOODS
EQUIPMENT CORP. OR EQUAL**

TH3000

Overall Width
Height
Length
Approximate Weight

46 in
26 in
11 in
180 lb.

**POWER RAKE – FFC ATTACHMENTS
OR EQUAL**

PRA 90

Working Width
Overall Width
Fully Angled Width
Height
Angle Option
Weight

90 in
101 in
86 in
30.3 in
Manual
Hydraulic
1075 lb.

PREPARATOR – FFC ATTACHMENTS OR EQUAL	P 76
Bucket Capacity	12.5 cu ft
Overall width	85.25 in
Bucket Swath Width	76 in
Overall Bucket Height	25.53 in
Overall Bucket Length	53 in
RPM-r/min@16 gpm Nominal Flow	0-100
Overall Drum Diameter	21.5 in
Tooth Thickness	.19 in
Tooth Length	2.19 in
Number of Teeth	340
Rake Drive	#80H Roller Chain
Brush Drive	#50H Roller Chain
Overall Weight	1465 lb.

ROCK WHEEL WITH 50 GALLON WATER KIT – WOODS EQUIPMENT CORP. OR EQUAL	RW 12	RW 18	RW 24
Depth of Cut	0-12 in	0-18 in	0-24 in
Width of Cut	2.5/4.5 in	2.5/4.5 in	2.5/4.5 in
Number of Teeth	28/33	42/44	56/66
Side Shift	22 in	22 in	22 in
Weight	1600 lb.	1800 lb.	2100 lb.
Wheel Speed	60 rpm	60 rpm	60 rpm
Cutting Speed	Up to 15 fpm	Up to 15 fpm	Up to 15 fpm

**ROLLER – VIBRATORY – VR 66A
WOODS EQUIPMENT
CORP. OR EQUAL**

Drum Width	66 in
Overall Width	73 in
Drum Oscillation	+/-50 degrees
Overall Height	27 in
Overall length	33 in
Drum Diameter	24 in
Total Output	8740 lb.
Frequency VPM	2000 @ 15 gpm
Weight lbs. Smooth	1633 lb.
Weight lbs. Padded	1850 lb.

VR 73A

73 in
80.5 in
+/-15 degrees
27 in
33 in
24 in
10,240 lb.
2000 @ 15 gpm
1762 lb
2100 lb.

**SCARIFIER – WOODS EQUIPMENT SF 3000
CORP. OR EQUAL**

Working Width	40 in
Overall Width	63 in
Height	27 in
Length	20 in
Approximate Weight	350 lb.
Number of Shanks	5

**SNOW BLADE – FFC ATTACHMENTS SB 96
OR EQUAL**

Length	96 in
Height with Edge	23.25 in
Angled Width	82.9 in
Weight	525 lb.

SNOW BLOWER – FFC	84	84H
ATTACHMENTS OR		
EQUAL		
Cutting Width	84 in	84 in
Shroud Opening	25 in	36 in
Overall Depth	38 in	43 in
Overall Height	56.75 in	74 in
Weight	720 lb.	1230 lb.

STUMP GRINDER	SG 20	SG 40	SG 60
– WOODS			
EQUIPMENT			
CORP. OR EQUAL			
Overall Length	64.1 in	64.1 in	64.1 in
Telescopic Extension	7 in	7 in	7 in
Horsepower	To 20 HP	To 40 HP	To 60 HP
Delivered			
Cutting Height	21 in	21 in	21 in
Above Ground			
Cutting Depth Below	16 in	16 in	16 in
Ground			
Cutting Wheel	3.25 in	3.25 in	3.25 in
Width			
Cutting Width	60 in	60 in	60 in
Swing Range	140 degrees	140 degrees	140 degrees
Type of Teeth	0.5 in slanted, carbide	0.5 in slanted, carbide	0.5 in slanted, carbide
	tip	tip	tip
Number of Teeth	32	32	32
Wheel Diameter	18 in	18 in	18 in
Wheel Speed	700 rpm	900 rpm	900 rpm
(Approx			
Weight	765 lb.	775 lb.	840 lb.

TILLER – WOODS EQUIPMENT CORP. OR EQUAL	TL 73	TL 84
Overall Width	86 in	97 in
Cutting Width	73 in	84 in
Working Depth	6 in	6 in
Overall Height	31 in	31 in
Number of Tines	36	40
Tine Rotation	Bi-directional	Bi-directional
Weight	1050 lb.	1228 lb.
Driveline	(2) in-line gerotor motors	(2) in-line gerotor motors
Maximum Tine Speed	121 rpm	121 rpm
Max Flow	25 gpm @ 2000 psi	46 gpm @ 3500 psi

TREE SPADE – FFC ATTACHMENTS OR EQUAL	TS36	TS40	TS42	TS44	TS48
Maximum Ball Size	36 in	40 in	42 in	44 in	48 in
Weight	258 lb.	312 lb.	360 lb.	378 lb.	425 lb./

TRENCHER – ATTACHMENT TECHNOLOGIES INC. OR EQUAL	615	625	650C
Boom Size	36 in	48 in	48 in
Trench Depth @ Recommended Angle	36 in	48 in	48 in
Chain Width Recommended Trenching Angle	6 in 65 degrees	6 in 65 degrees	6 in 65 degrees
Length	65 in	86 in	84 in
Width	42 in/50.5 in	53 in	43 in
Height	28 in	32 in	37 in
Spoil Discharge Reach	24 in	18 in	27 in
Weight	495 lb/775 lb	N/A	N/A

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site www.state.wv.us/admin/purchase

ADDENDUM #2
707EC020

OPEN END CONTRACT

SKID STEER LOADER WITH ATTACHMENTS

CHANGES TO BIDDER'S EVALUATION REPORT:

X5.1 NO CHANGE REQUIRED

Price for loader only in quantities of	1-5	<u>\$27,547.84</u>	per unit
	6-10	<u>\$27,547.84</u>	per unit
	11 and over	<u>\$27,547.84</u>	per unit
Prices for loader and all attachments In quantities of	1-5	<u>\$291,897.84</u>	per unit
	6-10	<u>\$291,897.84</u>	per unit
	11 and over	<u>\$291,897.84</u>	per unit

FROM:

X8.4.2 Does unit have high flow hydraulic system providing adequate flow and pressure for specified attachments X YES NO

TO:

X8.4.2 Does unit have high flow hydraulic system X YES NO

GPM: 34.7

DELETE:

X9.3 Is a remote attachment control device available for specified attachments (marked by an "*") to start the loader and operate the attachment from the outside the operator control area X YES NO

RENUMBER:

X9.4
To Is a single control unit provided which will control all available attachments
X9.3 X YES NO

DELETE AS WRITTEN:

X9.5
And Attachments and pricing:
Sub
Topics
9.5.1
To and
Including
9.5.54

ADD:

X9.4
And Are you supplying all attachments as listed in the specifications?
Sub X YES NO
Topics
9.4.1
Through
9.4.32
As follows:

X9.4 ATTACHMENTS:

X9.4.1 Does the AUGER you are providing meet or exceed the specification?
 YES NO

Manufacturer: BRADCO

	MODEL: X 1475	MODEL: X 1975
Auger	\$ 1,455.00	\$ 1,554.00
BITS - HEX:		
6" X 50" Head	\$ 200.00	\$ 200.00
12" x 50" Head	\$ 300.00	\$ 300.00
24" x 50" Head	\$ 500.00	\$ 500.00
SINGLE FLIGHT EXTENSIONS:		
12" Extension	\$ 125.00	\$ 125.00
24" Extension	\$ 144.00	\$ 144.00
48" Extension	\$ 180.00	\$ 180.00

TOTAL PRICE: \$ 2,904.00 \$ 3,003.00

X9.4.2 Does the BACKHOE WITH 12 INCH BUCKET you are providing meet or exceed the specification?
 YES NO

Manufacturer: F.F.C.

	MODEL: 509	MODEL: 511	MODEL: 609	MODEL: 611
Bucket with 12				

Inch Bucket	\$ 6,500.00	\$ 8,100.00	\$ 7,500.00	\$ 7,600.00
TOTAL PRICE:	\$ 6,500.00	\$ 8,100.00	\$ 7,500.00	\$ 7,600.00

X9.4.3 Does the **BACKHOE-MINI** you are providing meet or exceed specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: LAF 2301	MODEL: LAF 2302	MODEL: LAF 2303
Backhoe - Mini	\$ 1,426.00	\$ 1,519.00	\$ 1,580.00
TOTAL PRICE:	\$ 1,426.00	\$ 1,519.00	\$ 1,580.00

X9.4.4 Does the **BLADE - DOZER** you are providing meet or exceed specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 89681
Blade - Dozer	\$ 3,500.00
TOTAL PRICE:	\$ 3,500.00

X9.4.5 Does the **BOOM - MATERIAL HANDLING** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C.

	MODEL: LAF 2210-022
Boom - Material Handling	\$ 798.00

TOTAL PRICE: \$ 798.00

X9.4.6 Does the **BREAKER – HYDRAULIC** you are providing meet or exceed the specifications? YES NO.

Manufacturer: NEW HOLLAND

	MODEL: HH 305
Breaker – Hydraulic	\$ 6,050.00

TOTAL PRICE: \$ 6,050.00

X9.4.7 Does the **BROOM – ANGLE – POLY/WIRE BRISTLES – WATER KIT WITH 25 GALLON TANK** you are providing meet or exceed the specifications? YES NO

Manufacturer: SWEEPSTER

	MODEL: CC 21084MM-0022
Broom – Angle – Poly/Wire Bristles – Std. Manual Angle	\$ 3,950.00
Optional Water Kit with 25 Gallon Tank	\$ 750.00
Optional Hydraulic Angle	\$ 850.00

TOTAL PRICE: \$ 5,550.00

X9.4.8 Does the **BROOM – GENERAL PURPOSE PICK-UP** you are providing meet or exceed the specifications? YES NO

Manufacturer: SWEEPSTER

	MODEL: SB HOPPER BROOM
Broom - General Purpose Pick-Up	\$ 3,365.00

TOTAL PRICE: \$ 3,365.00

X9.4.9 Does the BRUSH CUTTER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 15330
Brush Cutter	\$ 3,375.00

TOTAL PRICE: \$ 3,375.00

X9.4.10 Does the BUCKET - BRUSH GRAPPLE you are providing meet or exceed specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

Manufacturer:

	MODEL: 11384-0022
Bucket - Brush Grapple	\$ 2,929.00

TOTAL PRICE: \$ 2,929.00

X9.4.11 Does the BUCKET - FORKED SCRAP GRAPPLE you are providing meet or exceed specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

MODEL: 10067-0022	MODEL: 10073-0022
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Bucket-Forked Scrap Grapple	\$ 2,947.00	\$ 3,025.00
-----------------------------	-------------	-------------

TOTAL PRICE: \$ 2,947.00

TOTAL PRICE: \$ 3,025.00

X9.4.12 Does the **BUCKET – GENERAL PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: WOODS

	MODEL: GP68S	MODEL: GP73S	MODEL: GP68L	MODEL: GP73L
Bucket – General Purpose	\$ 648.00	\$685.00	\$ 681.00	\$ 698.00
Optional Teeth	\$ 275.00	\$300.00	\$ 325.00	\$ 375.00
Optional Bolt on Cutting Edge	\$ 260.00	\$ 375.00	\$ 375.00	\$ 375.00
Optional Bolt on Toothbar Inside				
Bucket Width	\$ 250.00	\$ 260.00	\$ 250.00	\$ 260.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1,433.00 \$ 1,620.00 \$ 1,631.00 \$ 1,708.00

X9.4.13 Do the **BUCKETS – GENERAL PURPOSE UTILITY & LIGHT MATERIAL** meet or exceed the specifications? YES NO

Manufacturer: WOODS

	MODEL (GPU): UT 73	MODEL (LM): LM 73	MODEL (LM): LM 78	MODEL (LM): LM 84
Bucket (GPU)	\$ 831.00			
Bucket (LM)		\$ 947.00	\$ 999.00	\$ 1,064.00
Optional Bolt on Cutting Edge	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00
Optional Bolt on Toothbar Inside	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00

Bucket Width \$ 300.00
 (NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1,561.00 \$ 1,377.00 \$ 1,454.00 \$ 1,519.00

X9.4.14 Does the **BUCKET – HEAVY DUTY SCRAP GRAPPLE** you are providing meet or exceed the specifications? YES NO

Manufacturer: F.F.C.

	MODEL: 11872-0022	MODEL: 11878-0022
Bucket – Heavy Duty Scrap Grapple	\$ 2,425.00	\$ 2,615.00
Optional Bolt on Cutting Edge	\$ 254.00	\$ 269.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 2,679.00 \$ 2,884.00

X9.4.15 Does the **BUCKET – MULTI PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: WOODS

	MODEL: MP 73	MODEL: MP 78
Bucket-Multi Purpose	\$ 2,695.00	\$ 2,750.00
Optional Bolt on Reversible Cutting Edge	\$ 150.00	\$ 175.00
Optional Bolt on Toothbar Inside Bucket Width	\$ 305.00	\$ 325.00

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 3,150.00 \$ 3,250.00

X9.4.16 Does the **BUCKET – ROCK** you are providing meet or exceed the specifications? YES NO

Manufacturer: BRADCO

	MODEL: 16297
Bucket - Rock	\$ 1,325.00

TOTAL PRICE: \$ 1,325.00

X9.4.17 Does the **COLD PLANER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C.

	MODEL: LAF 5412	MODEL: LAF 5416	MODEL: LAF 5418	MODEL: LAF 5424	MODEL: LAF 5430
Cold Planer	\$5,000.00	\$8,500.00	\$ 8,800.00	\$ 9,600.00	\$11,200.00

TOTAL PRICE: \$ 5,000.00 \$ 8,500.00 \$ 8,800.00 \$ 9,600.00 \$ 11,200.00

X9.4.18 Does the **CONCRETE CLAW** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: 10024-0022
Concrete Claw	\$ 1,275.00

TOTAL PRICE: \$ 1,275.00

X9.4.19 Do the **FORKS - PALLET** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 16870-07604
Forks - Pallet	\$ 675.00

TOTAL PRICE: \$ 675.00

X9.4.20 Does the **GRAPPLE – LOG FORK** you are providing meet or exceed the specifications? YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: LAF 1142-0022
Grapple-Log Fork	\$ 2,750.00

TOTAL PRICE: \$ 2,750.00

X9.4.21 Does the **HITCH – THREE POINT** you are providing meet or exceed the specifications? YES NO

Manufacturer: F.F.C.

	MODEL: LAF 1702-0022
Hitch-Three Point	\$ 475.00

TOTAL PRICE: \$ 475.00

X9.4.22 Does the **POWER RAKE** you are providing meet or exceed the specifications? YES NO

Manufacturer: F.F.C.

	MODEL: LAF 5690-0022
Power Rake	\$ 5,500.00
Manual Angling	\$ 5,500.00
Hydraulic Angling LAF 5690-H-0022	\$ 6,184.00

TOTAL MANUAL ANGLING PRICE: \$ 5,500.00

TOTAL HYDRAULIC ANGLING PRICE: \$ 6,184.00

X9.4.23 Does the **PREPARATOR** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL:	LAF 3576-0022
Preparator	\$	5,730.00

TOTAL PRICE: \$ 5,730.00

X9.4.24 Does the **ROCK WHEEL WITH 50 GALLON WATER KIT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: WOODS

	MODEL: RW 12	MODEL: RW 18	MODEL: RW 24
Rock Wheel with 50 Gallon Water Kit	\$ 8,896.00	\$ 9,480.00	\$ 9,958.00

TOTAL PRICE: \$ 8,896.00 \$ 9,480.00 \$ 9,958.00

X9.4.25 Does the **ROLLER - VIBRATORY** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 105066	MODEL: 105067
Roller - Vibratory	\$ 5,620.00	\$ 5,650.00
Smooth Drum	\$ 5,720.00	\$ 5,900.00
Padded Drum	\$	\$

TOTAL SMOOTH DRUM: \$ 5,620.00 \$ 5,650.00

TOTAL PADDED DRUM: \$ 5,720.00 \$ 5,900.00

X9.4.26 Does the SCARIFIER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: LAF 2201-0022
Scarifier	\$ 715.00

TOTAL PRICE: \$ 715.00

X9.4.27 Does the SNOW BLADE you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: LAF 1498-0022
Snow Blade	\$ 1,870.00

TOTAL PRICE: \$ 1,870.00

X9.4.28 Does the SNOW BLOWER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

	MODEL: SLO 1100-70-0022	MODEL: LAF 6786-H-0022
Snow Blower	\$ 3,700.00	\$ 6,780.00

TOTAL PRICE: \$ 3,700.00 \$ 6,780.00

X9.4.29 Does the **STUMP GRINDER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: WOODS

	MODEL:	MODEL:	MODEL:
	SG 20 B	SG 40 B	SG 60 B
Stump Grinder	\$ 4,200.00	\$ 4,300.00	\$ 5,200.00

TOTAL PRICE: \$ 4,200.00 \$ 4,300.00 \$ 5,200.00

X9.4.30 Does the **TILLER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: WOODS

	MODEL:	MODEL:
	TL 73	TL 84
Tiller	\$ 3,750.00	\$ 4,500.00

TOTAL PRICE: \$ 3,750.00 \$ 4,500.00

X9.4.31 Does the **TREE SPADE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: F.F.C. ATTACHMENTS

MODEL:	MODEL:	MODEL:	MODEL:	MODEL:
1AF1836-0022	1840-0022	1842-0022	1844-0022	1848-0022

Tree Spade	\$ 885.00	\$ 925.00	\$ 950.00	\$ 960.00	\$ 1,000.00
------------	-----------	-----------	-----------	-----------	-------------

TOTAL PRICE: \$ 885.00 \$ 925.00 \$ 950.00 \$ 960.00 \$ 1,000.00

X9.4.32 Does the TRENCHER you are providing meet or exceed the specifications?
 YES NO

Manufacturer: BRADCO

	MODEL: 615	MODEL: 625	MODEL: 640
Trencher	\$ 2,995.00	\$ 3,050.00	\$ 4,395.00

TOTAL PRICE: \$ 2,995.00 \$ 3,050.00 \$ 4,395.00

GRAND TOTAL FOR ALL ATTACHMENTS: \$ 264,350.00



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
707EC020

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
04/02/2007				

BID OPENING DATE: **05/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 04/11/07 AT 1:30 P.M.						
TO: 05/09/07 AT 1:30 P.M.						
ADDENDUM NO. 2 WILL BE ISSUED AT A LATER DATE WITH REVISED SPECIFICATIONS.						
SIGN IN SHEET ATTACHED.						
NO OTHER CHANGES.						
0001	1	EA		760-51	LOADER \$27,547.84	ATTACHMENTS \$264,350.00
				SKID STEER LOADER WITH ATTACHMENTS		
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						\$291,897.84

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Conolly Fisher</i>	TELEPHONE (304) 372-9875	DATE 05-07-2007
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

SIGN IN SHEET

RFQ # 707EC0210
Date: 3-29-07

- | Firm & Representative Name: | Mailing Address: | Phone, Fax, & E-Mail: |
|--|--|---|
| 1. <u>Rish Equipment</u>
<u>Ang Estep</u>
<u>Estep Estep</u> | <u>Road 7 35 St. Albans</u>
<u>WV 25177</u> | P <u>304-755-3311</u> [#] 6828
F <u>304-755-3603</u>
E-mail _____ |
| 2. <u>Walker Machinery</u>
<u>Eric Ramey</u> | <u>3 Park Rd HUB Ind. Park</u>
<u>Nitra WV 25143</u> | P <u>304-389-4198</u>
F <u>304-389-6404</u>
E-mail <u>eramey@walker-cat</u> |
| 3. <u>WV TRACTOR</u>
<u>GARY GRADY</u> | <u>P.O. Box 473</u>
<u>CHARLESTON WV</u>
<u>25322</u> | P <u>346-5301</u>
F <u>346-5305</u>
E-mail <u>wvtractor@msn.com</u> |
| 4. <u>GENE Fisher</u>
<u>Fairplain Tractor Sale</u> | <u>PO-Box 287</u>
<u>Ripley W.Va.</u>
<u>25271</u> | P <u>304-372-9825</u>
F <u>304-372-2713</u>
E-mail _____ |
| 5. <u>Robert Shelton</u>
<u>Reckart Equipment Co</u> | <u>Mt Nebo</u>
<u>Reckart W.V.</u>
<u>P.O. Box 488</u> | P <u>304-872-4055</u>
F <u>304-872-7258</u>
E-mail <u>Nebo@Reckart.com</u> |

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # 707ES020Date: 3-29-07

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Bobcat of Advantage Valley Po Box 7555 P 776-9100
Steve Lewis Cross Lanes Wv 25336 F 776-0285
 E-mail SteveLewis@jffeds.com

2. Rudd Equipment PO Box 610 P 755-7788
Vic Green Nitro, WVa. 25143 F 755-7990
 E-mail Vgreen@ruddequipment.com

3. Unidentified Ind. Eq. 100 College Ave. P 724-437-1578
Mike Clower Lewistown Pa F - - 2098
 E-mail _____

4. Brian Cantrell 7 Ruskin Dr. P 304-366-3075
Anderson Equip. Co. Fairmont, Wv 26554 F 304-366-7214
 E-mail _____

5. Cecil Horve P.O. Box 7 P 304-755-3371
Leslie Equipment Co Nitro, W.V. 25143 F 304-755-3256
 E-mail horvececal@LECL.com

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Greg Shambler
Leslie EquipP.O. Box 7
N. Gro 25141P 304-542-433
F 755-3254E-mail Shamblergregory@
lecl.co2. Mike Burko
Anderson Equip CompanyBox 3109
Charleston, 25337P 304-756-2800
F 304-756-2799E-mail mburko@andersoneq
co3. Anderson Equipment
Teri SurfaceP.O. Box 3109
Chas., WV 25331P 304-756-2800
F 304-756-2799E-mail tsurface@andersonequ
co4. Jim Bayers
Middleton Tractor2032 Farmmt dr
Farmmt, WV 26554P 304-366-4690
F 304-366-4698E-mail Jim@middletontractor,
co5. Sarah Rexroad
Nettes Equip.HC71 Box 490
Duck WV 25063P 304-2445
F 304-8360E-mail Sarahrexroad@
harvestmail.net

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. State Equipment

560 Goffert Rd

P 304-776-4405

Jason Lamm

Cross Lanes, WV 25313

F 304-776-4409

E-mail jason1@stateequipment.com

2. WALKER MACHINERY

3 PARK Rd

P 304-759-6400

WALTER CLARK

Charleston, WV

F 304-552-6487

E-mail _____

3. _____

P _____

F _____

E-mail _____

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

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
707EC020

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
04/04/2007				

BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-51	LOADER \$27,547.84	ATTACHMENTS \$264,350.00
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						\$291,897.84

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll Fisher</i>	TELEPHONE (304) 372-9875	DATE 05-07-2007
PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
707EC020

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 05/02/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/09/2007	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS.						
IF AN ATTACHMENT DOES NOT HAVE HYDRAULIC QUICK DISCONNECTS OR WIRING INSTALLED, INCLUDE THE HYDRAULIC DISCONNECTS AND WIRING HARNESS WITH THE ATTACHMENTS, HIGHWAYS WILL INSTALL. DO NOT INCLUDE LABOR IN YOUR PRICING FOR SUBJECT ATTACHMENTS.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-51	LOADER \$27,547.84	ATTACHMENTS \$264,350.00
				SKID STEER LOADER WITH ATTACHMENTS		
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						\$291,897.84

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Carroll J. Fisher</i>	TELEPHONE (304) 372-9875	DATE 05-07-2007
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
 707EC020

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 05/04/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/09/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		760-51 SKID STEER LOADER WITH ATTACHMENTS	LOADER \$27,547.84	ATTACHMENTS \$264,350.00
***** THIS IS THE END OF RFQ 707EC020 ***** TOTAL:						\$291,897.84

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll M Fraker</i>	TELEPHONE (304) 372-9875	DATE 05-07-2007
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE I AREF ED 'VENDOR'

PURCHASING CONTINUATION SHEET

Buyer:	Page	Req. or P.O. No.:
JJ-33	33	707EC020
Spending Unit:		

Vendor:

Requisition No.: 707EC020

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 X
- No. 2 X
- No. 3 X
- No. 4 X
- No. 5

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

 Cassell M Fisher
Signature

 FAIRPLAIN TRACTOR SALES INC.
Company

 MAY 7, 2007
Date



Welcome!



Home	Web Mail	My Account	Member Pages	System Status	Sign Up	
Mailboxes	New: Mail	Event	Task	Note	Rules	Settings

	Next Unread	Reply	Reply To All	Forward	
	Back to InBox	Delete	Set Flag	Close as Unread	

From: "Wells, Steve" <SteveWells@WoodsEquipment.com>
Subject: WV bid for skid steer loaders
Date: Mon, 7 May 2007 16:35:45 -0500
To: <tractorsales@wirefire.com>
Cc: "Parsell, Darwin" <DarwinParsell@WoodsEquipment.com>

To comply with the specification on the subject bid, Woods will extend the warranty on the units bid to be free from material and workmanship for a period of 24 months in place of the 12 months shown on the attached Warranty st

Thank you,

Steve Wells

Special Accounts Coordinator

stevew@woodsequipment.com

Phone 815-732-9323

Fax 800-859-0211



File: [Warranty CE Construction StdWrnty2006.pdf](#) (71Kbytes)

Copy to...	Move to...	Redirect to...
<input type="text"/>	<input type="text"/>	<input type="text"/>
Add To Address Book		
Not Spam		

WARRANTY
Construction Equipment

Please Enter Information Below and Save for Future Reference.

Date of Purchase: _____

From (Dealer): _____

Model Number: _____

Serial Number: _____

Woods Equipment Company ("WOODS") warrants this product to be free from defects in material and workmanship. Except as otherwise set forth below, the duration of this Warranty shall be twelve (12) months commencing on the in-service date of the product or fifteen months after shipment from the factory or 1,500 hours of service, whichever occurs first. Proof of the in-service date must be provided for claims involving product that originally shipped more than twelve (12) months prior to the date of the claim.

Under no circumstances will this Warranty apply in the event that the product, in the good faith opinion of WOODS, has been subjected to improper operation, improper maintenance, misuse, inappropriate application or an accident. This Warranty does not apply in the event that the product has been materially modified or repaired by someone other than WOODS, a WOODS authorized dealer or distributor, and/or a WOODS authorized service center. This Warranty does not cover normal wear and tear, or normal maintenance items, as more specifically described below. This Warranty also does not cover repairs made with parts other than those obtainable through WOODS.

This Warranty is extended solely to the original purchaser of new and unused product, including, but not limited to, purchases made from authorized Woods dealers. Should such original purchaser sell or otherwise transfer this product to a third party, this Warranty does not transfer to the third party purchaser in any way. There are no third party beneficiaries of this Warranty.

WOODS' obligation under this Warranty is limited to, at WOODS' option, the repair or replacement, free of charge, of the product if WOODS, in its sole discretion, deems it to be defective or in noncompliance with this Warranty. **The product must be returned to WOODS with proof of purchase within thirty (30) days after such defect or noncompliance is discovered or should have been discovered, routed through the dealer and distributor from whom the purchase was made, transportation charges prepaid.** WOODS shall complete such repair or replacement within a reasonable time after WOODS receives the product. **THERE ARE NO OTHER REMEDIES UNDER THIS WARRANTY. THE REMEDY OF REPAIR OR REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.**

THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. WOODS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND WOODS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

WOODS shall not be liable for any incidental or consequential losses, damages or expenses, arising directly or indirectly from the product, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort or any other legal theory. Without limiting the generality of the foregoing, WOODS specifically disclaims any damages relating to (i) lost profits, business, revenue or goodwill; (ii) any expense or loss incurred for labor, supplies, substitute machinery or rental; or (iii) any other type of damage to property or economic loss.

This Warranty is subject to any existing conditions of supply, which may directly affect WOODS' ability to obtain materials or manufacturer replacement parts.

No agent, representative, dealer, distributor, serviceperson, or employee of any company, including without limitation, WOODS, its authorized dealers, distributors, and service centers, is authorized to alter, modify or enlarge this Warranty.

Contact an authorized WOODS dealer or service center for warranty service. Common issues that would NOT be covered by this Warranty Policy include, but are not limited to, the examples listed below this Policy.

**Woods Equipment
Company**

2606 South Illinois Route 2
Post Office Box 1000
Oregon, Illinois 61061

800-848-3447 CE tel
815-732-2141 tel
815-732-7580 fax

www.WoodsEquipment.com

WOODS

ALITEC™

BMP®

CENTRAL FABRICATORS®

GANNON®

GILL®

WAIN-ROY®

WOODS®

Examples of Common, Non-Covered Claims

1. The owner and operator are responsible for maintaining weld integrity on attachments subject to weld erosion from ongoing contact with soils, rocks, and other materials. Different materials have differing abrasive characteristics that will erode the structural welds of ground-engaging attachments at differing rates. Structural failures may occur as a result of excessive weld erosion. The owner and operator are responsible for maintaining necessary weld sizes and re-welding eroded welds with industry-approved procedures. Woods will not accept warranty claims for weld erosion or structural failures of the attachment as a result of weld erosion.
2. Attachments are used extensively in ground-engaging operations and, as a result, the teeth, tooth holders, cutting edges, bucket edges, ripper shanks, and other portions of the attachment are subject to abrasion and resulting wear. Woods will not accept warranty claims for wear of components or wear of areas of the attachment subject to ground-engaging wear.
3. The owner and operator are responsible for examining the attachment for any weld or structural cracking. Any such cracking caused by a defect in materials or workmanship by Woods will be covered under the Woods Warranty Policy. If the owner or operator continues to operate the attachment after weld cracking or structural cracking is visible or should have reasonably been visible, and as a result of continued operation, additional damage to the attachment results, Woods will not accept responsibility for the additional damage caused to other welds or to the attachment structure.
4. Materially modifying Woods attachments may result in premature failures of the attachment. Woods will not accept warranty claims on attachments that have been materially modified.
5. Misapplications of attachments may result in premature wear, breakage, or structural failures of the attachment. Woods will not accept warranty claims on attachments that have been misapplied. For instance, using a general purpose excavator bucket in an application requiring a heavy or severe duty bucket or using the excavator bucket as a "jack hammer" to break concrete are considered misapplications.



PALADIN LIGHT CONSTRUCTION

SWEEPSTER Limited Warranty Two (2) Years Warranty

For a period of Two (2) years from the date of delivery of product to the original user, Sweepster Attachments LLC Of Dexter, Michigan warrants each product to be free from defects, subject to the limitations contained in this policy.

This warranty does not apply to defects caused, in whole or in part, by unreasonable use while in the possession of the user, including, but not limited to: failure to properly set up product; failure to provide reasonable and necessary maintenance; normal wear; routine tune ups or adjustments; improper handling or accidents; operation at speed or load conditions contrary to published specifications; improper or insufficient lubrication; improper storage. This warranty is also not a guarantee that the performance of each product will meet the expectations of the purchaser.

Sweepster Attachments LLC shall not be liable for consequential damages of any kind, including, but not limited to: consequential labor costs or transportation charges in connection with the replacement or repair of defective parts; lost time or expense which may have accrued because of said defects. In no event shall Sweepster Attachments LLC total liability hereunder exceed the product purchase price.

Sweepster Attachments LLC makes no warranty with respect to trade accessories or any component or accessory of the product, which was not manufactured by Sweepster Attachments LLC including any purchased components of any kind. These are subject to the warranties of their respective manufacturers. The warranty will be considered void if the product or any part of the product is modified or repaired in any way not expressly authorized by Sweepster Attachments LLC, or if closed components are disassembled prior to return. Closed components include, but are not limited to: gearboxes, hydraulic pumps, motors, cylinders, and actuators.

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair at Sweepster Attachments LLC of Dexter, Michigan, or at a service facility designated by us, or such part or parts as inspection shall disclosed to have been defective. We are not responsible for unauthorized repairs or replacements. **ANY IMPLIED OR STATUARY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY IN OUR BEHALF.** This warranty cannot be extended, broadened, or changed except in writing by an authorized officer of Sweepster Attachments LLC.

Bradco, McMillen, The Major
Light Construction Headquarters
P.O. Box 266
Delhi, IA 52223
United States of America

PH 563-922-2981
FX 563-922-2700

FFC
100 E. Lee Road
Lee, IL 60530
United States of America

PH 800-747-2132
FX 815-824-2620

Sweepster
2800 N. Zeeb Road
Dexter, MI 48130
United States of America

PH 800-456-7100
FX 734-996-9014

Harley
1805 2nd Ave. S.W.
P.O. Box 230
Jamestown, ND 58402
United States of America

PH 800-437-9779
FX 701-252-1978

410 Hwy 71E
P.O. Box 558
Clarissa, MN 56440

PH 218-756-2378
FX 218-756-2492

AGREEMENT ADDENDUM

WV-96
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: FAIRPLAIN TRACTOR SALES INC.

Signed: *Carroll M Fisher*

Title: PRESIDENT

Date: MAY 7, 2007

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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: MAY 7, 2007