

**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*



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  
**708EC001**

PAGE  
**1**

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/23/2007	Net 30 Days	Our Trucks	Destination	Pre-Paid

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		020-66		
<p><b>2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS</b></p> <p><b>OPEN END CONTRACT</b></p> <p><b>TO PROVIDE 2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED ARTICULATED BOOM MOWER/ GRASS ROTARY MOWER/ SIDE FLAIL MOWER AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS 131-1-F.</b></p> <p><b>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 8/23/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</b></p> <p><b>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON 8/13/07.</b></p> <p><b>SEND YOUR QUESTIONS TO: PURCHASING DIVISION          JOHN JOHNSTON          2019 WASHINGTON ST. E.          CHARLESTON, WV. 25305</b></p> <p><b>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL.          E-MAIL: JJOHNSTON@WVADMIN.GOV          FAX: 304-558-4115</b></p> <p><b>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</b></p> <p><b>EXHIBIT 2</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1)</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE *Phillip A. Cottello*      TELEPHONE 866-659-2917      DATE September 2007

Ag. Sales Mgr.      FEIN 55-056-5833-001      ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC001

PAGE
2

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/23/2007				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</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 TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE	TELEPHONE	DATE
FEIN	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  
**708EC001**

PAGE  
**3**

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2007				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
E	FEIN	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
708EC001

PAGE
4

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

FEIN	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  
 708EC001

PAGE  
 5

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>VENDOR PREFERENCE CERTIFICATE</b>  CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <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  <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.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
FEIN	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  
 708EC001

PAGE  
 6

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

PURCHASER

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2007				
OPENING DATE: 09/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>( X ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE	TELEPHONE	DATE
-------	-----------	------

FEIN	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  
 708EC001

PAGE  
 7

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Hayhurst Equipment, Inc.</p> <p>DATE: 11 September 2007</p> <p>SIGNED: <i>Phillip A. Cottullo</i></p> <p>TITLE: Agricultural Sales Manager</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:            DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE	TELEPHONE	DATE
-------	-----------	------

FEIN	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  
**708EC001**

PAGE  
**8**

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

**VENDOR**

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

**SHIP TO**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
<b>07/23/2007</b>				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>PURCHASING DIVISION</b> <b>BUILDING 15</b> <b>2019 WASHINGTON STREET, EAST</b> <b>CHARLESTON, WV 25305-0130</b>						
<b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</b> <b>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b>						
<b>SEALED BID</b>						
<b>BUYER:</b>			<b>33</b>			
<b>RFQ. NO.:</b>			<b>708EC001</b>			
<b>BID OPENING DATE AND TIME</b>						
<b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</b> <b>TO CONTACT YOU REGARDING YOUR BID:</b>						
			<b>304-659-3371</b>			
<b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b> <b>Phillip A. Cottrille</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

E	FBN	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  
**708EC001**

PAGE  
**9**

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

PROPERTY OF STATE

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

PROPERTY OF STATE

**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
07/23/2007				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NAME	TELEPHONE	DATE
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

10

PROCUREMENT SPECIFICATIONS  
NO. 131-1-F

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL  
MID MOUNTED ARTICULATED BOOM MOWER/  
GRASS ROTARY MOWER/SIDE FLAIL MOWER

1.0 PURPOSE

It is the purpose of these specifications to describe a 2 Wheel Drive Utility Tractor with Universal Mid Mounted Articulated Boom Mower constructed in a manner that will also allow a Short Boom 60 Inch Grass Rotary Mower or 74 Inch Side Flail Mower to use the same frame work as the Boom Mower (hereinafter referred to as a "tractor/mower" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

**The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.** Failure to submit the " Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** 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.

(NOTE: Mandatory specifications have been typed in bold print.)

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 vendor's expense.**

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

### 4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 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.I. 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 complete unit cost vendor that meets or exceeds the specifications.**

**Prices for the units shall be in quantities of 1-5, 6-10, 11-20, and 21 and over for the complete units and option of tractor only, boom mower only, grass rotary mower only, and/or side flail mower only. However, for evaluation purposes, we will use the complete unit quantities 1-5 for the 2 wheel drive utility tractor with universal mid mounted articulated boom mower/grass rotary mower/side flail mower. The successful vendor for the complete unit of 2 wheel drive will also be awarded the options of tractor only, boom mower only, grass rotary mower only and side flail mower only. Evaluation and award is based on the complete unit.** DOH reserves the right to place multiple orders in any quantity.

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 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 26201 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.**

See Exceptions Below:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the complete tractor and mower unit or for each option if purchased individually.**

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

**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 – 2 WHEEL DRIVE UTILITY TRACTOR:
- 7.1 **Tractor dry weight (without ballast):— 8,000 lbs. minimum**
- 7.2 Wheelbase to be approximately 94 inches
- 7.3 Unit to be: 2 wheel drive
- 7.4 Tilt up hood with manufacturers approved prop system
- 7.5 Unit to be equipped with manufacturers lockable side panels
- 7.6. All daily services to be done from ground level
- 7.7 Engine:
- 7.7.1 Manufacturers water cooled, diesel powered engine
- 7.7.2 **72 PTO horsepower minimum**
- 7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer
- 7.8 Engine Lubrication System:
- 7.8.1 Full pressure lubrication with oil filter and oil by pass system
- 7.8.2 Engine oil cooler
- 7.8.3 **Engine must be wet sleeved**
- 7.9 Engine Cooling System:
- 7.9.1 Pressurized cooling system with thermostat and by pass, supplied with Dex Cool Extended Life protected to a freeze point of -34 degrees F.
- 7.9.2 Cooling system to be equipped with a coolant recovery tank and sight glass
- 7.10 Air Induction System:
- 7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve to be provided
- 7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required



7.11 Exhaust System:

7.11.1 Muffler to be under hood with manufacturers approved vertical exhaust with rain and weather protection

7.12 Electrical System:

7.12.1 Unit electrical system to be manufacturers noise suppression wiring, 12 volts negative ground

**7.12.2 Neutral start switch (for safety purposes) shall be provided**

7.13 Charging System:

7.13.1 Charging system to be manufacturer heavy duty for model bid

7.14 Engine Fuel System:

7.14.1 Dual stage filtering to be provided

7.14.2 Unit to be provided with a fuel water separator

7.14.3 If fuel tank is exposed, manufacturers skid plate to be provided. **(Manufactured in a manner that shall give the fuel tank maximum protection)**

7.15 Lighting System:

7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch

7.15.2 Four (4) roof mounted work lights; two (2) front and two (2) rear

7.15.3 Fender mounted rear tail lights and turn signals to be shock mounted

7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear (See Diagram #1)

7.15.5 Unit to be provided with console and dome lighting

7.15.6 Unit to have seven (7) terminal out socket to provide lighting for towed equipment

**7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard and must meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting.**

7.15.8 OSHA approved back up alarm to be provided on unit.

- 7.16 Unit Instrumentation:
  - 7.16.1 Tachometer
  - 7.16.2 Speedometer
  - 7.16.3 Hourmeter operable from engine operation not key switch
  - 7.16.4 Coolant temperature indicator with audible buzzer or warning light
  - 7.16.5 Oil pressure indicator with audible buzzer or warning light
  - 7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.
- 7.17 Clutch:
  - 7.17.1 Wet type, manufacturers heaviest duty available
- 7.18 Transmission to be of the following design and arrangement:
  - 7.18.1 Power shift design mechanically controlled with left hand reverser.
  - 7.18.2 16 forward speeds
  - 7.18.3 16 reverse speeds
  - 7.18.4 Speed ranges to be 1.5 – 20 MPH
  - 7.18.5 Transmission manual shift lever to be console mounted
- 7.19 Differential to have the following features:
  - 7.19.1 Differential to be manufacturers heavy duty
  - 7.19.2 Manufacturers differential lock engagement and disengagement capability
  - 7.19.3 On the go differential lock engagement and disengagement capability
- 7.20 Axle:
  - 7.20.1 Front Axle:
    - 7.20.1.1 Front axle to be manufacturers heavy duty for use with boom mounted mower
    - 7.20.1.2 Front axle 20 degrees oscillation (approximate)
  - 7.20.2 Rear Axle:
    - 7.20.2.1 Rear axle to be approximately 3 inches in diameter

7.21 Planetary Final Drives:

7.21.1 In board type

7.22 Tractor Hydraulic System to be as follows:

7.22.1 Hydraulic system to provide sufficient pressure and flow to operate all tractor functions at peak efficiency

7.22.2 Tractor to have control valves with three (3) detent position and flow

7.22.3 Hydraulic hoses that can be coupled and uncoupled under pressure

7.23 Brakes to be as follows:

**7.23.1 Recommended manufacturers emergency braking system shall be provided**

7.23.2 Hydraulic actuated service brakes

**7.23.3 Must be wet type disk brakes**

**7.23.4 Must be self adjusting and equalizing**

7.24 Wheels and Tires:

7.24.1 Front tires: 10.00 x 16 - 6 ply F2 tread

7.24.2 Rear tires 18.4 x 30 - 8 ply R1 tread

7.25 Three Point Hitch:

7.25.1 Hitch should be electro-hydraulically operated

**7.25.2 Hitch must have external switch to control raising and lowering from rear of tractor for safety purposes**

7.25.3 Three point hitch to be a category 2 type

7.25.4 Hitch lift capacity to be approximately 4,630 lbs at 24 inches behind lift point

7.26 Cab and Related Accessories:

**7.26.1 Cab shall be OSHA approved ROPS**

7.26.2 Cab to be insulated and pressurized

7.26.3 Cab to be mounted by the manufacturer

7.26.4 Cab unit to be equipped with heater, defroster, and air conditioning to be installed by the manufacturer

- 7.26.5 **Cab shall have safety glass, tinted at all locations**
- 7.26.6 Cab to have two (2) lockable entry doors keyed alike; one (1) left and one (1) right
- 7.26.7 Seat to be cloth covered type protected with scotchguard (or equal) and equipped with a seat belt
- 7.26.8 Seat to have a height and weight adjustment and swivel left and right 20 degrees (approximate) for easier operation.
- 7.26.9 Seat to be equipped with adjustable arm rests
- 7.26.10 Cab and tractor to be provided with a type of non-skid step (or steps) and hand holds for safety purposes
- 7.26.11 Unit to be equipped with a tilt/telescoping steering wheel
- 7.26.12 Unit to be equipped with a first aid kit mounted inside of cab
- 7.26.13 Tool box to be provided, weather resistant, lockable, and mounted for operator convenience
- 7.26.14 Cab unit to have front and rear windshield wipers and washers
- 7.26.15 Left and right side rear view mirrors and in cab rear view mirror to be provided
- 7.26.16 **All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided**
- 7.26.17 **Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.**
- 7.27 PTO Requirements:
  - 7.27.1 540 PTO R.P.M.
  - 7.27.2 PTO can be engaged and disengaged on the go
- 7.28 Paint:
  - 7.28.1 The tractor is to be painted manufacturers standard color.

8.0 SPECIFICATIONS – 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER:

The purpose of these specifications is to describe a 20 Foot Universal Mid Mounted Articulated Hydraulic Powered Boom Mower with Universal Frame and Hitch Assembly that will allow the use of a 60 Inch Side Mounted Short Arm Rotary Grass Mower or a 74 Inch Side Mounted Flail.

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the boom mower.**

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

8.1 Frame:

**8.1.1 Frame shall be mid mounted to underside of tractor utilizing a modular center weldment with attaching rails adequately secured to the front bolster and rear axle (specifically excluding frame work bolting to the bell housing of the tractor).**

8.1.2 Frame to be of modular construction from alloy steel.

**8.1.3 Frame mount shall provide for unrestricted movement of the boom and offer limited obstructions to forward vision.**

**8.1.4 Fore and aft boom swing spindle pin bottom of pin to ground distance minimum 28 inches**

8.1.5 Unit to be counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up, and down operations of boom with specified head.

8.2 Hydraulic Reservoir:

8.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.

8.2.2 Tank to have a built-in oil level sight glass and thermometer

8.2.3 Hydraulic filter capable of providing suitable filtration for system

**8.2.4 Tank shall be equipped with a shut off valve for closing when changing filter or hoses and for draining of tank**

**8.2.5 Unit shall be equipped with front piston type pump(s) to operate all mower functions (boom, rotary glass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.**

**8.2.6 Hydraulic GPM shall be manufacturers specified to operate all mower functions at maximum efficiency**

- 8.2.7 **Front pump(s) shall be idle during transport**
- 8.2.8 **All circuit hoses to be a minimum of 1 inch four wire braid**
- 8.2.9 **All hoses shall be routed through conduit and securely fastened for best brush protection**
- 8.2.10 Deck hoses to be four (4) wire braid fitted with cordura sleeving for brush protection
- 8.2.11 Mower controls to be a five (5) section valve controlled through a single electronic joystick
- 8.2.12 **Valve shall allow a minimum of four (4) functions simultaneously**
- 8.2.13 The swing, lift, and dipper sections to have individual relief valves to give breakaway protection
- 8.2.14 Mower cutter to have a 6 second emergency shut down
- 8.2.15 Mower head motor should take 6 seconds to wind up to full RPM for a “no-shock-load startup”
- 8.2.16 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
- 8.3 Boom Rest:
  - 8.3.1 **A boom rest shall be mounted to mower frame to cradle boom during transport**
  - 8.3.2 Boom rest to take pressure off all cylinders when in transport
  - 8.3.3 When in stow, tractor and mower to be approximately 103 inches with 50 inch rotary and approximately 12 foot high
- 8.4 Safety Cage:
  - 8.4.1 **A safety cage shall be installed on right side and top of operator’s position and a sloping guard or rail over entire hood area**
  - 8.4.2 Cage to be constructed of expanded metal and permanently mounted to tractor
  - 8.4.3 **A 1/2 inch lexon safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. No bungee straps and shall meet OSHA safety standards.**
- 8.5 Boom:
  - 8.5.1 **Boom shall be two (2) piece design with all pivot points having replaceable steel bearings**
  - 8.5.2 **Pivot pins to be a minimum of 1 1/2 inch diameter**

- 8.5.3 **Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb./sq. inch yield strength or 6 inch x 8 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength**
- 8.5.4 **Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb./sq. inch yield strength or 4 inch x 6 inch x 1/4 inch – minimum 70,000 lb/sq inch yield strength**
- 8.5.5 **All hinge points shall be T-1 steel reinforcement**
- 8.5.6 Boom swing from stow position to be approximately 140 degrees forward
- 8.5.7 Boom reach up to be approximately 18 feet 6 inches
- 8.5.8 Boom reach out to be approximately 21 feet from tractor centerline to outside edge or cutting blade arc
- 8.5.9 Boom reach down to be approximately 13 feet 6 inches below tractor ground level
- 8.5.10 Boom mower head to be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane
- 8.6 **Brush Head:**
- 8.6.1 Cutting width approximately 50 inches
- 8.6.2 Top deck to be A606 alloy steel or equal
- 8.6.3 **Side skirts a minimum of 3/8 inch steel**
- 8.6.4 Top deck to be reinforced with channel frame with a reinforced spindle mount plate
- 8.6.5 Deck to have replaceable full length skid shoes
- 8.6.6 Spindle bearings to be tapered roller type in a sealed housing
- 8.6.7 **Blades to be a minimum of 4 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees**
- 8.6.8 **Blade bolts to be minimum 1 1/8 inch x 3 heat treated, Grade 8 shoulder bolt with a castel nut and roll pin**
- 8.6.9 Mower to be direct drive, splined and totally enclosed excluding chain or flex couplers
- 8.6.10 Motor to be cast steel and be sized to match the hydraulic pump proposed by the mower manufacturer.
- 8.6.11 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control

- 23 8.6.12 Cutter deck rotation to be approximately 160 degrees
- 8.6.13 Rear shield to be rubber/fabric material
- 8.7 Complete unit shall be delivered with all manufacturers' safety features intact.**
- 8.8 Mower to be manufacturer's standard color
- 8.9 Unit shall be interchangeable with short boom rotary grass mower and 74 inch side mounted flail mower.**
- 9.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS – SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):

It is the purpose to describe a Side Mounted Hydraulically Powered 60 Inch Rotary Mower (Grass Rotary Mower).

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the grass rotary mower.**

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

9.1 Mower Lift Assembly:

- 9.1.1 Mower capable of mowing from 90 degrees up to 90 degrees down.
- 9.1.2 Mower to be capable of approximately raising 17 inches vertically, 6 inches below grade.

9.2 Deck:

- 9.2.1 Cutting width: 5 feet (60 inches)
- 9.2.2 Deck material (preferred)
- 9.2.2.1 Deck: 1/4 inch
- 9.2.2.2 Reinforcing frame: 4 inch x 9 inch channel
- 9.2.2.3 Side skirt: 3/8 inch thick
- 9.2.2.4 Skid shoes: Full length, replaceable
- 9.2.2.5 Trash Deflector: Chain, full length standard front and rear

9.3 Spindle:

- 9.3.1 Should be alloy steel, tapered roller bearings, bottom in oil bath
- 9.3.2 Spindle housing should be cast steel unibody



- 9.4 Motor To Spindle Drive:
- 9.4.1 Splined coupler, direct drive enclosed. (Specifically excluding chain or dodge couplers)
- 9.5 Blade Bar and Blades:
- 9.5.1 Single leaf approximately 1 1/4 inch x 6 inch x 27 inch
- 9.5.2 Blades: Full swing 360 degrees, approximately 1/2 inch x 4 inch x 20 1/8 inch heat treated up draft, alloy steel
- 9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered
- 9.6 Optional Equipment:
- 9.6.1 Tail wheel assembly
- 9.6.2 Tires to be laminated
- 9.6.3 Unit shall be interchangeable with 20 foot boom brush mower and 74 inch side mounted flail mower.**
- 9.6.4 Wet blade system: If vendor has optional wet blade system for extended and short booms, please quote prices.
- 9.7 Paint:
- 9.7.1 The Manufacturer's recommended paint preparation and standard color to be provided.
- 9.8 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 manufacture of unit.**
- 9.9 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.**
- 9.10 Preventive Maintenance and Operators Orientation/Training:
- 9.10.1 The manufacturer or dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

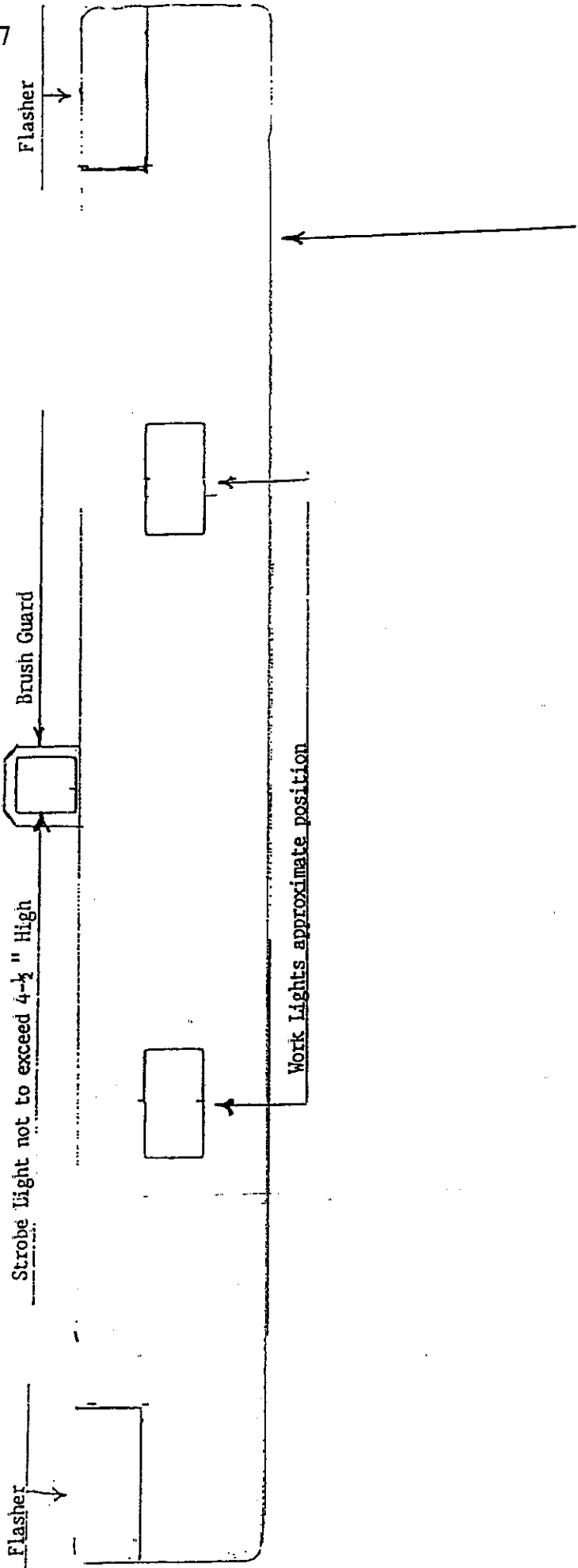
## 10.0 SPECIFICATIONS OF THE QUOTED UNIT – 74 INCH SIDE FLAIL MOWER

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the side flail mower.**

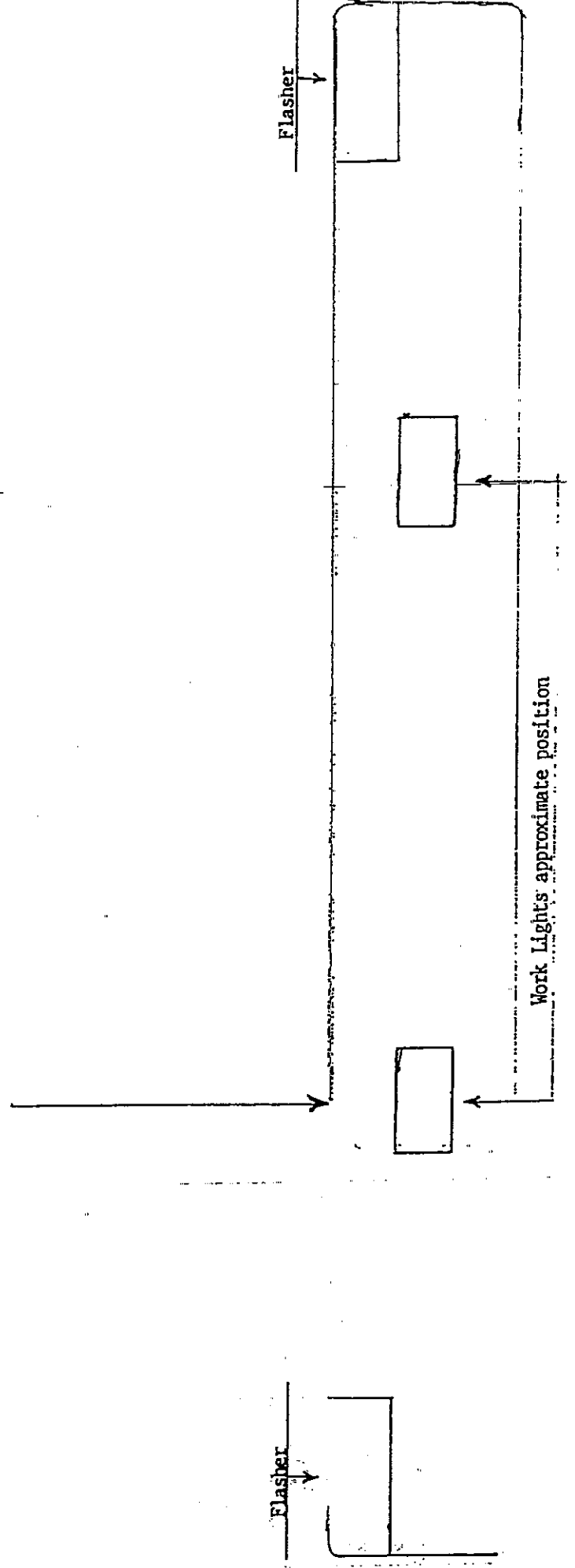
If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

- 10.1 **Mower shall have electronic positive wing transport lock, activated from inside cab (no exceptions)**
- 10.2 **Shoulder mower shall have electric on/off control with starter interrupt within easy reach of operator.**
- 10.3 Mower cutter bar to have a 6 second emergency shut down
- 10.4 **The mower head shall take 6 seconds to wind up to full RPM, no shock**
- 10.5 **Width of swath to be 74 inches minimum**
- 10.6 **Cutting height shall be adjustable from 1/2 inch to 6 inches**
- 10.7 Cutter shaft to be 5 inch O.D. x 4 inch I.D. certified D.O.M. steel tube
- 10.8 **Cutter shaft bearings must be high speed double roller bearing, self aligning, greasable with labyrinth type self purging seal**
- 10.9 Severe duty 4 oz. flail knives
- 10.10 **Drive system must be direct drive (Use of belt system not acceptable)**
- 10.11 Cutter housing to be constructed entirely of T-1 steel
- 10.12 Rear roller to be 6 inches diameter, 1/4 inch wall with greasable 1 1/4 inch bronze bushings
- 10.13 Hydraulic motor to be commercial series with double tapered roller bearings for superior support to input shaft
- 10.14 Electronic joystick to be adjustable, analog proportional 2 axis control (cable control not acceptable)
- 10.15 All hinge pins to be heat treated 4140 steel or equal
- 10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt
- 10.17 **Cylinders must be heavy duty type with welded barrel and be externally threaded for screw on gland retainer rings**

- 10.18** Cylinders must be internally cushioned on both ends of travel and have Teflon piston seals (non cushioned and or tie rod cylinders not acceptable)
- 10.19** Tilt cylinder minimum 3 inches I.D. x 3/16 inch wall with 1 inch rod
- 10.20** Lift cylinder minimum 3 inches I.D. x 3/16 inch wall with 1 inch rod
- 10.21** Unit shall be interchangeable with short boom rotary grass mower and boom brush mower
- 10.22** Paint:
- 10.22.1** The Manufacturer's recommended paint preparation and standard color to be provided.
- 10.23** 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.
- 10.24** 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.
- 10.25** Preventive Maintenance and Operators Orientation/Training:
- 10.25.1** The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.



Built in lighting for Cab



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 131-1-F

OPEN END CONTRACT  
2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL  
MID MOUNTED ARTICULATED BOOM MOWER/  
GRASS ROTARY MOWER/SIDE FLAIL MOWER

NOTE TO BIDDER: Procurement Specification No. 131-1-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.: 708EC001

Bidder's Name: Hayhurst Equipment, Inc.

Address: 435 West Myles Avenue Pennsboro, WV 26415

Telephone Number: 304-659-2917

Years Bidder has been registered to do business with the State of West Virginia: 34 YRS.

Years Company has been an authorized dealer for proposed unit: 14 YRS.

X3.2 Have you complied with all mandatory specifications noted in **bold print**?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 120 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 180 Calendar Days After Date of Purchase Agreement

**NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)**

X5 0 AWARD CRITERIA;

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT in quantities:

1-5	_____	per unit	
6-10	_____	per unit	**
11-20	_____	per unit	
21 and over	_____	per unit	

OPTIONS:  
2 WHEEL DRIVE

Utility Tractor Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Universal Mid Mounted Articulated Boom Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Grass Rotary Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Side Flail Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

\*\* REFERENCE ADDENDUM #5 FOR PRICING

X6.0 SPECIFICATIONS - GENERAL

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

Tractor: John Deere 2008 6230 2WD/Cab

Mowers: Boom: TRB-50CLRSP , TIGER, 2008 PRODUCTION

Short Arm: TSF-75A (Flail), TSR-60A (Rotary , TIGER,  
2008 PRODUCTION

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

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

1

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES  NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES  NO

X6.2  
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: Tractor 2-WD MAKE: John Deere

MODEL: 6230 YEAR: 2008 PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: John Deere MODEL: \_\_\_\_\_ FUEL TYPE: Diesel

HORSEPOWER: 75 PTO CYLINDER: 4 ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: 14.3

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

V-Belt Cooling-A/C L111600

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

TIRES: FRONT MAKE & SIZE: Goodyear\* 10.00-16

REAR MAKE & SIZE: \* 18.4X30 \*No guarentee

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

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

PARTS:

BATTERY MAKE: John Deere MODEL: AL75644 CCA: 700

TOP OR SIDE POST: Top DIMENSIONS: LENGTH 20 WIDTH 11 HEIGHT N/A

SPARK PLUGS OR FUEL INJECTORS MAKE: World Class PART# RE531209

FUEL PUMP OR INJECTION PUMP MAKE: Denso MODEL: RE527528

ALTERNATOR MAKE: Bosch PART #: AL166647

STARTER MAKE: John Deere PART #: RE527400

TURBO CHARGER MAKE: Borg-Warner PART #: RE530652

TRANS MAKE: John Deere MODEL: 16X16 PwrQuad AUTO/MANUAL: Power Shaift

HYDRAULIC PUMP MAKE: Bosch MODEL: AL166639

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>Deere</u>		<u>ENGINE</u>	<u>Plus 50</u>
AIR INNER	<u>Deere</u>	<u>AL150288</u>	<u>TRANSMISSION</u>	<u>Hy-Gard</u>
AIR OUTER	<u>Deere</u>	<u>AL172780</u>	<u>POWER STEERING</u>	<u>Hy-Gard</u>
FUEL PRIMARY	<u>Deere</u>	<u>RE529644</u>	<u>HYDRAULIC</u>	<u>Hy-Gard</u>
FUEL SECONDARY	<u>Deere</u>	<u>RE527507</u>	<u>DIFFERENTIALS</u>	<u>Hy-Gard</u>
COOLANT	<u>N/A</u>		<u>BRAKE FLUID</u>	
HYDRAULIC	<u>Deere</u>	<u>AL169573</u>	<u>COOLANT</u>	<u>Cool-Gard</u>
OIHER	<u>Trans.</u>	<u>Deere AL156625</u>	<u>OIHER</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?**  
 YES  NO

**Describe:**  
 See attached Literature for explanation.

Is there a three (3) year bumper to bumper basic parts and labor warranty available  YES  NO

**Describe: (Include cost and conditions)** \$250.00 deductible/call. Plus \$1,420.00/tractor extra. Reference attached John Deere extended warranty information.

**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)

See attached copy of John Deere 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.

As stated in Warranty attachment enclosed with this RFQ, all

Warranty is to be performed at authorized John Deere or Tiger Dealers. Exceptions will be the responsibility of DOH

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

Hayhurst Equipment @ Pennsboro: John Deere and Tiger

Middletown Tractor @ Fairmont: John Deere only

Carmichael Equipment @ Huntington: John Deere only

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- |    |               |   |           |            |
|----|---------------|---|-----------|------------|
| A. | Terms: Net 30 | Manufacturer's published list price less: | <u>12</u> | % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: | <u>10</u> | % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: | <u>8</u>  | % discount |

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

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

- |    |   |   |
|----|---|---|
| A. | Shop Rate   | \$ <u>50.00</u> per mechanic hour   |
| B. | Travel Time Charge<br>(Specify if one-way)        | \$ <u>60.00</u> per mechanic hour<br><u> </u> ; port to port <u> X </u>           |
| C. | Mileage Charge<br>(Specify if one-way)            | \$ <u>3.00</u> per vehicle mile (loaded mile)<br><u> </u> ; port to port <u> </u> |
| D. | Field Mechanic Rate                               | \$ <u>60.00</u> per mechanic hour   |
| E. | Specify period of time that prices are in effect: | <u> Life of Contract </u>   |
| F. | Surcharge for miscellaneous items:                | <u> 15 </u> %   |

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 – UTILITY TRACTOR

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: John Deere Model: 6230 2WD/Cab

X7.1 Tractor dry weight (without ballast): 9,182 lbs.

X7.2 Wheelbase: 94.5 inches

X7.3 Is unit 2 wheel drive  YES  NO

X7.4 Is the hood tilt up with manufacturers approved prop system  YES  NO

X7.5 Is unit equipped with manufacturers lockable side panels  YES  NO

X7.6 Can all daily services be done from ground level  YES  NO

X7.7 Engine:

X7.7.1 Is engine manufacturers water cooled, diesel powered  YES  NO

Manufacturer: John Deere Model: PowerTech Plus 4.5L

X7.7.2 PTO Horsepower: 75

- X7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer  
 YES  NO
- X7.8 Engine Lubrication System:
- X7.8.1 Full pressure lubrication with oil filter and oil by pass system  YES  NO
- X7.8.2 Engine oil cooler  YES  NO
- X7.8.3 Is engine wet sleeved**  YES  NO
- X7.9 Engine Cooling System:
- X7.9.1 Pressurized cooling system with thermostat and by pass, supplied with Dex Cool Extended Life protected to a freeze point of -34 degrees F  YES  NO
- X7.9.2 Is cooling system equipped with a coolant recovery tank and sight glass  YES  NO
- X7.10 Air Induction System:
- X7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve  YES  NO
- X7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required  YES  NO
- X7.11 Exhaust System:
- X7.11.1 Is muffler under hood with manufacturers approved vertical exhaust with rain and weather protection  YES  NO
- X7.12 Electrical System:
- X7.12.1 Is unit electrical system manufacturers noise suppression wiring, 12 volts negative ground  YES  NO
- X7.12.2 Is neutral start switch (for safety purposes) provided**  YES  NO
- X7.13 Charging System:
- X7.13.1 Is charging system manufacturers heavy duty for model bid  YES  NO  
 Manufacturer: Bosch Model: 0124615043
- X7.14 Engine Fuel System:
- X7.14.1 Is dual stage filtering provided  YES  NO
- X7.14.2 Is unit provided with a fuel water separator  YES  NO
- X7.14.3 If fuel tank is exposed, is manufacturers skid plate provided  YES  NO  
**Is it manufactured in a manner that shall give the fuel tank maximum protection**  
 YES  NO

## X7.15 Lighting System:

- X7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch  YES  NO
- X7.15.2 Four (4) roof mounted work lights: two (2) front and two (2) rear  YES  NO
- X7.15.3 Fenders mounted rear tail lights and turn signals shock mounted  YES  NO
- X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear  YES  NO
- X7.15.5 Unit provided with console and dome lighting  YES  NO
- X7.15.6 Unit has seven (7) terminal out socket to provide lighting for towed equipment  YES  NO
- X7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush**  YES  NO

**Does it meet Target Tech Model Multi-Flash 5X, 12/48 VDC, 11 Joules, generating no more than .10 UV of interference on a radio receiver with 12 db of quieting**  YES  NO

**Manufacturer:** Target Tech **Model:** Multi-Flash 5X

- X7.15.8 OSHA approved back up alarm provided on unit  YES  NO

## X7.16 Unit Instrumentation:

- X7.16.1 Tachometer  YES  NO
- X7.16.2 Speedometer  YES  NO
- X7.16.3 Hourmeter operable from engine operation not key switch  YES  NO
- X7.16.4 Coolant temperature indicator with audible buzzer or warning light  YES  NO
- X7.16.5 Oil pressure indicator with audible buzzer or warning light  YES  NO
- X7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded  YES  NO

## X7.17 Clutch:

- X7.17.1 Wet type, manufacturers heaviest duty available  YES  NO

Manufacturer and Model: John Deere PermaClutch

## X7.18 Transmission of the following design and arrangement:

- X7.18.1 Power shift design mechanically controlled with left hand reverser  YES  NO

X7.18.2 16 forward speeds  YES  NO

X7.18.3 16 reverse speeds  YES  NO

X7.18.4 Speed ranges 1.5 – 20 MPH  YES  NO

X7.18.5 Transmission manual shift lever is console mounted  YES  NO

X7.19 Differential has the following features:

X7.19.1 Differential manufacturers heavy duty  YES  NO

X7.19.2 Manufacturers differential lock engagement and disengagement capability  YES  NO

X7.19.3 On-the-go differential lock engagement and disengagement capability  YES  NO

X7.20 Axle:

X7.20.1 Front Axle:

X7.20.1.1 Front axle manufacturers heavy duty for use with boom mounted mower  YES  NO

X7.20.1.2 Front axle 20 degree oscillation

X7.20.2 Rear Axle:

X7.20.2.1 Rear axle 3.1 inches in diameter

X7.21 Planetary Final Drives:

X7.21.1 In board type  YES  NO

X7.22 Tractor Hydraulic System:

X7.22.1 Hydraulic system provides sufficient pressure and flow to operate all tractor functions at peak efficiency  YES  NO

Pressure and flow: 0 gpm @ stand-by (435psi) to Full Flow @2900psi

X7.22.2 Tractor has control valves with three (3) detent position and flow  YES  NO

X7.22.3 Hydraulic hoses can be coupled and uncoupled under pressure  YES  NO

X7.23 Brakes:

X7.23.1 Recommended manufacturers emergency braking system provided  YES  NO

**Manufacturer and Model:** PowerQuad 16X16 Transmission w/Park Lock

X7.23.2 Hydraulic actuated service brakes  YES  NO

X7.23.3 Wet type disc brakes  YES  NO

- X7.23.4 Self adjusting and equalizing**  YES  NO
- X7.24 Wheels and Tires:
- X7.24.1 Front Tires: 10:00-16
- X7.24.2 Rear Tires: 18.4X30
- X7.25 Three Point Hitch:
- X7.25.1 Hitch electro-hydraulically operated  YES  NO
- X7.25.2 Hitch has external switch to control raising and lowering from rear of tractor for safety purposes**  YES  NO
- X7.25.3 Three point hitch is a category 2 type  YES  NO
- X7.25.4 Hitch lift capacity 4,045 lbs. at 24 inches behind lift point
- X7.26 Cab and Related Accessories:
- X7.26.1 Cab has OSHA approved ROPS**  YES  NO
- X7.26.2 Cab is insulated and pressurized  YES  NO
- X7.26.3 Cab mounted by the manufacturer  YES  NO
- X7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer  YES  NO
- X7.26.5 Cab has safety glass, tinted at all locations**  YES  NO
- X7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right  YES  NO
- X7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt  YES  NO
- X7.26.8 Seat has a height and weight adjustment and swivel left and right 20 degrees for easier operation  YES  NO
- X7.26.9 Seat equipped with adjustable arm rests  YES  NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes  YES  NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel  YES  NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab  YES  NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience  YES  NO

X7.26.14 Cab unit has front and rear windshield wipers and washers  YES  NO

X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided  YES  NO

X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided  YES  NO

X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact  YES  NO

X7.27 PTO:

X7.27.1 PTO RPM: 540

X7.27.2 PTO can be engaged and disengaged on-the-go  YES  NO

X7.28 Paint:

X7.28.1 Tractor is painted manufacturers standard color  YES  NO

X8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER:

Will the 20 Foot Universal Mid Mounted Articulated Hydraulic Powered Boom Mower with Universal Frame and Hitch Assembly allow the use of a 60 Inch Side Mounted Short Arm Rotary Grass Mower or a 74 Inch Side Mounted Flail  YES  NO

Manufacturer: Tiger Model: TRB-50CLRSP TSR-60A 60" Side Mow.  
TSF-75A 75" Flail

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the boom mower?  YES  NO

Describe:

Reference attached Tiger warranty literature.

Is a three (3) bumper to bumper basic parts and labor warranty available  YES  NO

Describe (include costs and conditions): Covers defect in materials and workmanship only. 5% additional cost of mower and/or attachments. Extended Warranty also requires a \$250.00 deductible per call.

X8.1 Frame:

X8.1.1 Is frame mid mounted to under side of tractor utilizing a modular center weldment with attaching rails adequately secured to the front bolster and rear axle (specifically excluding frame work bolting to the bell housing of the tractor)  YES  NO



- X8.1.2 Is frame modular construction from alloy steel  YES  NO
- X8.1.3 Does frame mount provide for unrestricted movement of the boom and offer limited obstructions to forward vision  YES  NO
- X8.1.4 Fore and aft boom swing spindle pin bottom of pin to ground distance 28 inches
- X8.1.5 Is unit counterweighted to maintain the most possible ground pressure of tires on opposite side of mower during all reach out, up and down operations of boom with specified head  YES  NO
- X8.2 Hydraulic Reservoir:
- X8.2.1 Manufacturer's properly sized hydraulic oil reservoir that is capable to operate all mower functions including forward, aft, up, down, and rotary head.  YES  NO
- X8.2.2 Tank has a built-in oil level sight glass and thermometer  YES  NO
- X8.2.3 Hydraulic filter capable of providing suitable filtration for system  YES  NO
- X8.2.4 Tank is equipped with a shut off valve for closing when changing filter or hoses and for draining of tank  YES  NO
- X8.2.5 Unit is equipped with front piston type pump(s) to operate all mower functions (boom, rotary grass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO
- X8.2.6 Hydraulic GPM: 46 Is it manufacturers specified to operate all mower functions at maximum efficiency  YES  NO
- X8.2.7 Front pump(s) are idle during transport  YES  NO
- X8.2.8 All circuit hoses 1 inch 4 wire braid
- X8.2.9 All hoses routed through conduit and securely fastened for best brush protection  YES  NO
- X8.2.10 Deck hoses four (4) wire braid fitted with cordura sleeving for brush protection  YES  NO
- X8.2.11 Mower controls five (5) section valve controlled through a single electronic joystick  YES  NO
- X8.2.12 Valve allows 5 functions simultaneously
- X8.2.13 Swing, lift, and dipper section have individual relief valves to give breakaway protection  YES  NO

- X8.2.14 Mower cutter has a 6 second emergency shut down  YES  NO
- X8.2.15 Mower head motor takes 6 seconds to wind up to full RPM for a no-shock-load-startup  YES  NO
- X8.2.16 Cylinders mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side  YES  NO
- X8.3 Boom Rest:
- X8.3.1 A boom rest is mounted to mower frame to cradle boom during transport**  YES  NO
- X8.3.2 Boom rest takes pressure off all cylinders when in transport  YES  NO
- X8.3.3 When in stow, tractor and mower 103 inches with 50 inch rotary and 12 foot high
- X8.4 Safety Cage:
- X8.4.1 Safety cage is installed on right side and top of operator's position and a sloping guard or rail over entire hood area**  YES  NO
- X8.4.2 Cage is constructed of expanded metal and permanently mounted to tractor  YES  NO
- X8.4.3 A 1/2 inch lexon safety glass window is part of the safety cage**  YES  NO
- This window covers the door window and hinged mounted so that it and the tractor window can be cleaned  YES  NO
- Are there any bungee straps  YES  NO  
Meets OSHA safety standards  YES  NO
- X8.5 Boom:
- X8.5.1 Is boom two (2) piece design with all pivot points having replaceable steel bearings**  YES  NO
- X8.5.2 Pivot pins 15 inch diameter**
- X8.5.3 Inner boom made of  $\frac{6}{6}$  inch x  $\frac{6}{6}$  inch  $\frac{3}{8}$  inch  $\frac{1}{4}$  inch steel tubing**  
Minimum  $\frac{50K}{70K}$  lb/sq. inch yield strength
- X8.5.4 Dipper boom made of  $\frac{4}{5}$  inch x  $\frac{6}{5}$  inch x  $\frac{1}{4}$  inch  $\frac{3}{8}$  inch steel tubing**  
Minimum  $\frac{50K}{70K}$  lb/sq. inch yield strength
- X8.5.5 All hinge points are T-1 steel reinforcement**  YES  NO
- X8.5.6 Boom swing from stow position 140 degrees forward

- X8.5.7 Boom reach up: 18'6"
- X8.5.8 Boom reach out: 21' from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down: 13.5' below tractor ground level
- X8.5.10 Boom mower head capable of mowing within 10 inches of rear tractor tire allowing tractor to stay further out of traffic lane   x   YES    NO
- X8.6 Brush Head:
- X8.6.1 Cutting width: 50 inches
- X8.6.2 Top deck made of 100K PSI/Specs.
- X8.6.3 Side skirts 3/8 inch steel**
- X8.6.4 Top deck reinforced with channel frame with a reinforced spindle mount plate    YES   x   NO
- X8.6.5 Deck has replaceable full length skid shoes    YES   x   NO
- X8.6.6 Spindle bearing are tapered roller type in a sealed housing   x   YES    NO
- X8.6.7 Blade are 4 inches wide x 5/8 inches thick double edge tempered steel and full swing 360 degree**   x   YES    NO
- X8.6.8 Blade bolts 1-1/8 inch x 3 heat treated, grade 8 shoulder bolt with a castel nut and roll pin**   x   YES    NO
- X8.6.9 Mower is direct drive, splined and totally enclosed excluding chain or flex couplers    YES   x   NO
- X8.6.10 Motor is cast steel and sized to match the hydraulic pump proposed by mower manufacturer   x   YES    NO
- X8.6.11 Front safety shield, hydraulic actuated, center feed metal door is operational from joystick control   x   YES    NO
- X8.6.12 Cutter deck rotation 160 degrees
- X8.6.13 Rear shield rubber/fabric material   x   YES    NO
- X8.7 Complete unit will be delivered with all manufacturers' safety features intact   x   YES    NO**
- X8.8 Mower is manufacturer's standard color   x   YES    NO
- X8.9 Unit is interchangeable with short boom rotary grass mower and 74 inch side mounted flail mower**   x   YES    NO

X9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):

Manufacturer: Tiger Model: TSR-60

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the grass rotary mower? X YES      NO

Describe:

Refer to attached Tiger Warranty literature.

Is a three (3) year bumper to bumper basic parts and labor warranty available X YES      NO

Describe (include costs and conditions): Covers defect in materials and workmanship only. 5% additional cost of mower and/or attachment. Extended Warranty also requires a \$250.00 deductible per call.

X9.1 Mower Lift Assembly:

X9.1.1 Mower capable of mowing from 90 degrees up to 48 degrees down

X9.1.2 Mower capable of raising 17 inches vertically 6 inches below grade

X9.2 Deck:

X9.2.1 Cutting width: 60

X9.2.2 Deck material:

X9.2.2.1 Deck:      inch

Deck is multi-layered with a min of 110K PSI fully enclosed Rib Construction, 5/32" Steel bottom and 1/8" Crowned Top.

X9.2.2.2 Reinforcing frame:      inch x      inch channel

X9.2.2.3 Side skirt: 3/8 inch thick

X9.2.2.4 Skid shoes: Full length, replaceable X YES      NO

X9.2.2.5 Trash deflector: Chain, full length standard front and rear X YES      NO

X9.3 Spindle:

X9.3.1 Alloy steel, tapered roller bearings, bottom in oil bath X YES      NO

X9.3.2 Spindle housing cast steel unibody X YES      NO

## X9.4 Motor to Spindle Drive:

X9.4.1 Splined coupler, direct drive enclosed (specifically excluding chain or dodge couplers)  
 YES  NO

## X9.5 Blade Bar and Blades:

X9.5.1 Single leaf Yes inch x 6"W inch x 31<sub>L</sub> inch x 1-1/4 T-1

X9.5.2 Blades: Full swing 360 degrees  YES  NO

Size 5/8 inch x 5 inch x 17-1/8 inch heat treated up draft, alloy steel  YES  NO

X9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered  YES  NO

## X9.6 Optional Equipment:

X9.6.1 Tail wheel assembly  YES  NO

X9.6.2 Tires are laminated  YES  NO

**X9.6.3 Unit is interchangeable with 20 foot boom brush mower and 74 inch side mounted flail mower**  
 YES  NO

X9.6.4 Do you have a wet blade system for extended and short booms  YES  NO

If so, cost: Tiger offers what is referred to as a "Spray Bar"  
Attachment @ \$6,450.00 F.O.B. Souix Falls SD

## X9.7 Paint:

X9.7.1 Manufacturer's recommended paint preparation and standard color  YES  NO

**X9.8 Does unit meet or exceed OSHA requirements**  YES  NO

**X9.9 Advertising: Does unit comply with advertising requirements**  YES  NO

## X9.10 Preventive Maintenance and Operating Orientation/Training:

**X9.10.1 Describe orientation seminar and will you furnish all training aids**

All necessary materials furnished. HEI and Tiger will train  
in all areas of mechanical and safety awareness that is required  
by the WV DOT.

## X10.0 74 INCH SIDE FLAIL MOWER:

Manufacturer: Tiger Model: TSF-75

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the side flail mower?  X  YES   NO

Describe: Refer to attached Tiger Warranty literature.

Is a three (3) year bumper to bumper basic parts and labor warranty available  X  YES   NO

Describe (include costs and conditions): Covers defect in materials and workmanship only. 5% additional cost of mower and/or attachment. Extended Warranty also requires a \$250.00 deductible per call.

X10.1 Does mower have electronic positive wing transport lock, activated from inside cab  X  YES   NO

X10.2 Does shoulder mower have electric on/off control with starter interrupt within easy reach of operator  X  YES   NO

X10.3 Does mower cutter bar have a 6 second emergency shut down  X  YES   NO

X10.4 Does mower head take 6 seconds to wind up to full RPM, no shock  X  YES   NO

X10.5 Width of swath  75  inches

X10.6 Is cutting height adjustable from 1/2 inch to 6 inches  X  YES   NO

X10.7 Cutter shaft  6  inch O.D. x  5.25  inch I.D. certified D.O.M. steel tube  X  YES   NO

X10.8 Are cutter shaft bearings high speed double roller bearing, self aligning, greaseable with labyrinth type self purging seal  X  YES   NO

X10.9 Severe duty 4 oz. flail knives  X  YES   NO

X10.10 Is drive direct drive  X  YES   NO

X10.11 Is cutter housing constructed entirely of T-1 steel   YES  X  NO 80K

X10.12 Rear roller  6  inches diameter,  1/4  inch wall with greaseable   inch bronze bushings  
DOUBLE ROW SPHERICAL BEARINGS.   YES  X  NO

X10.13 Is hydraulic motor commercial series with double tapered roller bearings for superior support to input shaft  X  YES   NO

X10.14 Is electronic joystick adjustable, analog proportional 2 axis control  YES  NO

X10.15 Are all hinge pins heat treated  YES  NO Steel: 100K PSI

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt  YES  NO

**X10.17 Cylinders are heavy duty type with welded barrel and be externally threaded for screw on gland retainer rings**  YES  NO

**X10.18 Cylinders are internally cushioned on both ends of travel and have Teflon piston seals**  YES  NO

X10.19 Tilt cylinder 3 inches I.D. x 3/8 inch wall with 1 inch rod

X10.20 Lift cylinder 3 inches I.D. x 7/16 inch wall with 1 inch rod

**X10.21 Unit is interchangeable with short boom rotary grass mower and boom brush mower**  YES  NO

X10.22 Paint:

X10.22.1 Manufacturer's recommended paint preparation and standard color  YES  NO

**X10.23 Does unit meet or exceed OSHA requirements**  YES  NO

**X10.24 Does unit comply with advertising requirements**  YES  NO

X10.25 Preventive Maintenance and Operators Orientation/Training:

**X10.25.1 Describe orientation seminar and will you furnish all training aids**

All necessary materials furnished. HEI and Tiger will train in all areas of mechanical and safety awareness that is required by the WV DOT.

**AGREEMENT ADDENDUM**

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**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: Hayhurst Equipment, Inc.

Signed: \_\_\_\_\_

Signed: Phillip A. Castullo

Title: \_\_\_\_\_

Title: Agricultural Sales Mgr.

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

Date: 11 September 2007



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

**LICENSING:** 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](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Hayhurst Equipment, Inc.

Authorized Signature:  Date: 11 September 2007



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  
 708EC001

PAGE  
 1

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

SUPPORT

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2007	Net 30 Days	Our Trucks	Destination	Pre-Paid

BID OPENING DATE: 09/26/2007 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: 09/05/07 AT 1:30 P.M.		
				TO: 09/26/07 AT 1:30 P.M.		
				PAGE 4 - DELETE: PURCHASING CARD ACCEPTANCE.		
				ADDENDUM #2 WILL BE ISSUED AT A LATER DATE WITH CHANGES TO THE SPECIFICATIONS.		
				NO OTHER CHANGES.		
0001	1	EA		020-66		
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
				***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Phillip A. ...</i>	TELEPHONE: 866-659-2917	DATE: 11 September 2007
TITLE: Ag. Sales Mgr.	FEIN: 55-056-5833-001	ADDRESS CHANGES TO BE NOTED ABOVE

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

## SIGN IN SHEET

RFQ # 708EC001Date: 8/23/07

Firm &amp; Representative Name:

Mailing Address:

Phone, Fax, &amp; E-Mail:

1. HAYMAST Eq.  
Phillip A. CITRUSP.O. Box 457  
PENNSBORO, W.V. 26045P 304-659-2917  
F 659-3371E-mail pasc1@hotmail.com2. Fairplain Tractor  
Gene FisherPO Box 787  
Ripley W.Va. 25971P 304-372-9875  
F 304-372-2713E-mail TractorSales@Wireline3. AGCO CORPORATION  
ROLAND ESSIEMER450 Ruby Forest Pky.  
Suwanee GA 30024P 678-714-6751  
F 678-427-2396E-mail ROLAND.ESSIEMER@AGCOCORP4. Tiger Corporation  
Les Slusnecka3301 N. Louise  
Sioux Falls, SD 57107P 605-336-7900  
F 605-731-0472

1-605-261-8133 CELL

E-mail lslusnecka@tiger-mowers.com5. ALAMO INDUSTRIAL  
Brian Dunham1502 EAST WALNUT  
SEGUIN TX 78155P 810-305-2259  
F 810-693-0436E-mail bdunham@alamo-industrial.com

Please print or write legibly!

Your fax # is essential to contact you timely!

## SIGN IN SHEET

RFQ # 708EC001Date: 8/23/07

- | Firm & Representative Name:                             | Mailing Address:  | Phone, Fax, & E-Mail:   |
|---|---|---|
| 1. <u>METRAM</u><br><u>TOM BRILL</u>                    | <u>240 STEUBENVILLE AVE</u><br><u>CAMBRIDGE, OH</u>                 | P <u>740-439-2725</u><br>F <u>740-432-2048</u><br>E-mail _____                              |
| 2. <u>Middletown Tractor Sales</u><br><u>Zach Marsh</u> | <u>2032 Fairmont Ave</u><br><u>Fairmont WV 26534</u>                | P <u>(304) 366-4690</u><br>F <u>(304) 366-4698</u><br>E-mail _____                          |
| 3. <u>Diamond Mowers</u><br><u>Tim Schwab</u>           | <u>27134 Parklane Dr</u><br><u>Sioux Falls, SD.</u><br><u>57104</u> | P <u>417 291-4132</u><br>F <u>417 759-2175</u><br>E-mail <u>tim@diamondmowers.</u>          |
| 4. <u>ALAMO SALES CORP</u><br><u>DOUG BAKER</u>         | <u>1502 E. WALNUT</u><br><u>SEGWIN, TX 78155</u>                    | P <u>1-830-305-7001</u><br>F <u>1-317-865-7787</u><br>E-mail <u>dbaker@alamo-indusm.com</u> |
| 5. <u>CAR Michael Equipment</u><br><u>John Meeks</u>    | <u>668 Pine Crest Drive</u><br><u>Bidwell, OH 45614</u>             | P <u>740 446-2412</u><br>F <u>johnmeeks@careeq.</u><br>E-mail _____                         |

Please print or write legibly!

Your fax # is essential to contact you timely!

## SIGN IN SHEET

RFQ # 708FC001Date: 8/23/07

Firm &amp; Representative Name:

Mailing Address:

Phone, Fax, &amp; E-Mail:

1. JOHN CARMICHAEL 6777 MERRITTS CREEK RD P 304-736-2120  
CARMICHAEL EQ. INC HUNTINGTON, WV 25702 F 304-302-2302  
 E-mail JOHNCARMICHAEL@CAREO.COM

2. TOM REDDISH 2964 BROOKFORD DR. P 614-876-5499  
JOHN DEERE CO. HILLIARD OH 43026 F 614-876-7875  
 E-mail REDDISH@JOHNDEERE.COM

3. PAUL DELMAINE 2000 JOHN DEERE RUN P 585-245-2652  
JOHN DEERE CO. CARY, N C 27513 F 309-749-2667  
 E-mail delmainepaul@johndeere.com

4. BOB MOENSTEIN 2678 MONTENAY DR P 724-941-9386  
JOHN DEERE PITTSBURGH PA 15249 F 4 11 9388  
 E-mail \_\_\_\_\_

5. Jim Rogers 2032 Fairmont Ave. P 366-4690  
Middleton Truck Fairmont, WV 26534 F 366-4698  
 E-mail Jim @ Middleton TRUCKS.COM

Please print or write legibly!

Your fax # is essential to contact you timely!

## PURCHASING CONTINUATION SHEET

Buyer:

JJ-33

Page

5

Req. or P.O. No.:

708EC001

Requisition No.: 708EC001

## 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     X    

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

  
 Signature

Hayhurst Equipment, Inc.  
 Company

11 September 2007  
 Date

EXHIBIT 10



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
708EC001

PAGE
1

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

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

VENDOR

PENNSBORO WV 26415

SHIP TO

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

DATE PRINTED 08/31/2007	TERMS OF SALE Net 30 Days	SHIP VIA Our Trucks	F.O.B. Destination	FREIGHT TERMS Pre-Paid
BID OPENING DATE: 09/26/2007			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 09/26/07 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Phillip A. C. Stull</i>	TELEPHONE 866-659-2917	DATE 11 September 2007
TITLE Ag. Sales Mgr.	FEIN 55-056-5833-001	ADDRESS CHANGES TO BE NOTED ABOVE

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

## ADDENDUM NO. 2

708EC001

## OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED  
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/SIDE FLAIL MOWER

## CHANGES TO SPECIFICATIONS:

4.2 DELIVERY (2<sup>nd</sup> Paragraph 2<sup>nd</sup> Sentence)

FROM:

Delivery is preferred within 90 days.

TO:

Delivery is preferred within 180 calendar days after receipt of order.

4.2 DELIVERY (3<sup>rd</sup> Paragraph)

FROM:

**A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.**

TO:

**A completed pilot model for inspection must be provided within 120 calendar days after the receipt of order by the successful vendor.**

6.5 WARRANTY AND SERVICE POLICY  
2<sup>nd</sup> Paragraph

FROM:

See Exceptions Below:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the complete tractor and mower unit or for each option if purchased individually.**

TO:

See Exceptions Below:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the complete tractor and mower unit or for each option if purchased individually.**



FROM:

6.5 WARRANTY AND SERVICE POLICY  
3<sup>rd</sup> Paragraph

FROM:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

TO:

If a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is available, please quote for tractor and each of the mowers individually with cost and conditions during this period.

FROM:

7.17.1 – Wet type, manufacturers heaviest duty available

TO:

7.17.1 – **Clutch system shall be equal to a John Deere Permaclutch 2**

FROM:

7.18.1 – Power shift design mechanically controlled with left hand reverser.

TO:

7.18.1 – **Shall be power shift design equal to John Deere Powerquad Plus 16/16**

FROM:

7.22.2 – Tractor to have control valves with three (3) detent position and flow

TO:

7.22.2 – Tractor to have control valve(s) with three (3) detent position and flow

8.0 SPECIFICATIONS – 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED  
HYDRAULIC POWERED BOOM MOWER:  
(2<sup>ND</sup> Paragraph)

FROM:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the boom mower.**

TO:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the boom mower.**

(3<sup>RD</sup> Paragraph)

DELETE:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

FROM:

8.2.5 **Unit shall be equipped with front piston type pump (s) to operate all mower functions (boom, rotary grass and flail) at a maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.**

TO:

8.2.5 **Unit shall be equipped with front piston type pump to run mower heads and may have stacked gear pump to operate fore, aft, up, and down. These pumps shall operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.**

FROM:

8.2.11 Mower controls to be a five (5) section valve controlled through a single electronic joystick.

TO:

8.2.11 **Mower controls shall be a five (5) section valve controlled through a single electronic joystick.**

FROM:

8.3.3 When in stow, tractor and mower to be approximately 103 inches with 50 inch rotary and approximately 12 foot high.

TO:

8.3.3 **When in stow, tractor and mower to be a maximum 103 inches with 50 inch rotary and approximately 12 foot high.**

FROM:

8.4.3 A 1/2 inch lexan safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. **No bungee straps and shall meet OSHA safety standards.**

TO:

8.4.3 **A 3/8 inch lexan safety glass window shall be part of the safety cage.** This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. **No bungee straps and shall meet OSHA safety standards.**

FROM:

8.5.3 **Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 8 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.**

TO:

8.5.3 **Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 6 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.**

FROM:

8.5.4 **Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 4 inch x 6 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.**

TO:

8.5.4 **Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 5 inch x 5 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.**

FROM:

8.5.10 Boom mower head to be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.

TO:

8.5.10 **Boom mower head shall be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.**

9.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS – SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):  
(2<sup>nd</sup> Paragraph)

FROM:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the grass rotary mower.**

TO:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the grass rotary mower.**

FROM:

9.1.1 Mower capable of mowing from 90 degrees up to 90 degrees down

TO:

9.1.1 Mower capable of mowing from 90 degrees up to 48 degrees down.

FROM:

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

TO:

9.5.3 **Blade bolts: Must be forged with nut and lock washer, heat treated shouldered or shall have nut that will allow cotter pin to lock bolt and nut together.**

FROM:

9.6 Optional Equipment

TO:

9.6 Additional Equipment

FROM:

9.6.1 Tail wheel assembly

TO:

9.6.1 **Unit shall have tail wheel assembly**

FROM:

9.6.2 Tires to be laminated

TO:

9.6.2 **Unit shall have laminated tires**

10.0 SPECIFICATIONS OF THE QUOTED UNIT – 74 INCH SIDE FLAIL MOWER  
(1<sup>st</sup> Paragraph)

FROM:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the side flail mower.**

TO:

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the side flail mower.**

DELETE:

**10.10 Drive system must be direct drive (Use of belt system not acceptable)**

FROM:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt

TO:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift.

**ADDENDUM NO. 2**

708EC001

**OPEN END CONTRACT****2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED  
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/SIDE FLAIL MOWER****CHANGES TO BIDDER'S EVALUATION REPORT:****X4.2 DELIVERY****FROM:****X4.2.1 Delivery date of completed representative unit: \_\_\_ calendar days after date of  
purchase agreement****TO:****X4.2.1 Delivery of completed representative unit: 120 calendar days after receipt of  
Order****FROM:****X4.2.2 Delivery date of balance of completed units: \_\_\_ calendar days after date of purchase  
agreement****TO:****X4.2.2 Delivery date of balance of completed units: 180 calendar days after receipt of order**

5.0 AWARD CRITERIA:  
FROM:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT in quantities:**

1-5	_____	per unit	
6-10	_____	per unit	**
11-20	_____	per unit	
21 and over	_____	per unit	

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	
21 and over	_____	per unit	**

Universal Mid Mounted Articulated Boom Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Grass Rotary Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Side Flail Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

\*\* REFERENCE ADDENDUM #5 FOR PRICING



## 5.0 AWARD CRITERIA:

TO:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

-----  
OPTIONS:

## 2 WHEEL DRIVE

Utility Tractor Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse:

\$ \_\_\_\_\_ per unit

-----  
Universal Mid Mounted Articulated Boom Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse:

\$ \_\_\_\_\_ \*\* per unit

\*\* Additional cost of 5% of mower and/or attachments plus  
-----  
\$250.00 dedustible charge per call.

\*\* REFERENCE ADDENDUM #5 FOR PRICING

Grass Rotary Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

\*\*

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_\*\* per unit

\*\* Additional cost of 5% of mower and/or attachments plus  
 -----\$250.00 deductible charge per call-----

Side Flail Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

\*\*

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_\*\* per unit

\*\* SEE ABOVE INFORMATION!!

X6.5 WARRANTY AND SERVICE  
 2<sup>nd</sup> Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included? \_\_\_\_\_ YES \_\_\_\_\_ NO

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included?  X  YES \_\_\_\_\_ NO

\*\* REFERENCE ADDENDUM #5 FOR PRICING

3<sup>rd</sup> Paragraph

FROM:

Is a three (3) year bumper to bumper parts and labor warranty available \_\_\_ YES \_\_\_ NO

Describe: (Include cost and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available?   X   YES        NO

Describe:   Covers defect in materials and workmanship only.  

  Additional cost of 5% of mower and/or attachment plus    
\$250.00 deductible charge per call.

FROM:

X7.17.1 Wet type, manufacturers heaviest duty available \_\_\_ YES \_\_\_ NO

Manufacturer and Model: \_\_\_\_\_

TO:

X7.17.1 **Is clutch system equal to a John Deere Permaclutch 2**   X   YES        NO

Manufacturer and Model:   John Deere Perma-Clutch  

FROM:

X7.18.1 Power shift design mechanically controlled with left hand reverser \_\_\_ YES \_\_\_ NO

TO:

X7.18.1 **Power shift design equal to John Deere Powerquad Plus 16/16**  
  X   YES        NO

Manufacturer and Model:   John Deere 16X16 PowerQuad  

FROM:

X7.22.2 Tractor has control valves with three (3) detent position and flow \_\_\_ YES \_\_\_ NO

TO:

X7.22.2 Tractor has control valve(s) with three (3) detent position and flow  
  X   YES        NO

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED  
BOOM MOWER:  
2<sup>nd</sup> Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty  
included with the boom mower?      YES      NO

Describe: \_\_\_\_\_

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty  
excluding normal wear items and misuse included with the boom mower?  
    X     YES      NO

Describe:     Refer to attached Tiger Corp. Warranty literature.    

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED  
BOOM MOWER:  
3<sup>rd</sup> Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?  
     YES      NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal  
wear items and misuse available on the boom mower?     X     YES      NO

Describe:     Covers defect in materials and workmanship only.    

    Additional cost of 5% of mower and/or attachments plus  
\$250.00 deductible charge per call.

FROM:

X8.2.5 Unit is equipped with front piston type pump(s) to operate all mower functions (boom, rotary grass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO

TO:

X8.2.5 Is unit equipped with front piston type pump(s) to run mower heads  YES  NO

Does it have stacked gear pump to operate fore, aft, up and down

YES  NO

Do these pumps operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics  YES  NO

FROM:

X8.2.11 Mower controls five (5) section valve controlled through a single electronic joystick  YES  NO

TO:

X8.2.11 Are mower controls five (5) section valve controlled through a single electronic joystick  YES  NO

FROM:

X8.3.3 When in stow, tractor and mower \_\_\_ inches with \_\_\_ inch rotary and \_\_\_ foot high

TO:

X8.3.3 When in stow, tractor and mower is maximum 103 inches with 50 inch rotary and approximately 12 foot high  YES  NO

FROM:

X8.4.3 A 1/2 inch lexan safety glass window is part of the safety cage  YES  NO  
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned  YES  NO  
 Are there any bungee straps  YES  NO  
 Meets OSHA safety standards  YES  NO

TO:

X8.4.3 A 3/8 inch lexan safety glass window is part of the safety cage  YES  NO  
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned  YES  NO  
 Are there any bungee straps  YES  NO  
 Meets OSHA safety standards  YES  NO

FROM:

X8.5.3 Inner boom made of \_\_\_ inch x \_\_\_ inch \_\_\_ inch steel tubing  
 Minimum \_\_\_ lb /sq. inch yield strength

TO:

X8.5.3 Inner boom is 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb./sq.inch yield strength  YES  NO  
 OR  
 6 inch x 6 inch x 1/4 inch minimum 70,000 lb. sq. Inch yield strength  YES  NO

FROM:

X8.5.4 Dipper boom made of \_\_\_ inch x \_\_\_ inch x \_\_\_ inch steel tubing  
 Minimum \_\_\_ lb. sq. inch yield strength

TO:

X8.5.4 Dipper boom is made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb. sq. in yield strength  YES  NO  
 OR  
 5 inch x 5 inch x 1/4 inch minimum 70,000 lb/sq. in. yield strength  YES  NO

FROM:

X8.5.10 Boom mower head capable of mowing within \_\_\_ inches of rear tractor tire allowing tractor to stay further out of traffic lane \_\_\_ YES \_\_\_ NO

TO:

X8.5.10 Boom mower head is capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane  X  YES \_\_\_ NO

9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):  
2<sup>nd</sup> Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the grass rotary mower? \_\_\_ YES \_\_\_ NO

Describe: \_\_\_\_\_

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the grass rotary mower?

X  YES \_\_\_ NO

Describe:  Refer to attached Tiger Corp. Warranty literature. Additional charge of \$250.00 deductible for each call on second year warranty.

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?

\_\_\_ YES \_\_\_ NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the grass rotary mower?  X  YES \_\_\_ NO

Describe:  Covers defect in materials and workmanship only.

Additional cost of 5% of mower and/or attachment plus \$250.00 deductible charge per call.

## X9.1 1 - NO CHANGE

Mower capable of mowing from 90 degrees up to 48 degrees down

## FROM:

X9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered YES NO

## TO:

X9.5.3 Blade bolts are forged with nut and lock washer, heat treated shouldered or has nut that will allow cotter pin to lock bolt and nut together X YES NO

## X9.6 NO CHANGE REQUIRED

## FROM:

X9.6.1 Tail wheel assembly YES NO

## TO:

X9.6.1 **Unit has tail wheel assembly** X YES NO

## FROM:

X9.6.2 Tires are laminated YES NO

## TO:

X9.6.2 **Unit has laminated tires** X YES NO



10.0 74 INCH SIDE FLAIL MOWER:  
1<sup>st</sup> Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the side flail mower?      YES      NO

Describe: \_\_\_\_\_

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the side flail mower?

  X   YES      NO

Describe:   Refer to attached Tiger Corp. Warranty literature.  

---

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?      YES      NO

Describe(include costs and conditions): \_\_\_\_\_

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the side flail mower?   X   YES      NO

Describe:   Covers defect in materials and workmanship only.  

  Additional cost of 5% of mower and/or attachments plus \$250.00 deductible charge per call.

DELETE:

X10.10 **Is drive direct drive**          YES     NO

FROM:

X10.16      Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt     YES     NO

TO:

X10.16      Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift        x   YES     NO



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

# Request for Quotation

RFQ NUMBER  
 708EC001

PAGE  
 1

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

VENDOR

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

SHIP TO

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

DATE PRINTED 09/07/2007	TERMS OF SALE Net 30 Days	SHIP VIA Our Trucks	F.O.B. Destination	FREIGHT TERMS Pre-Paid
BID OPENING DATE: 09/26/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				ADDITION TO THE SPECIFICATIONS.		
				REPLACE PAGE 11 OF ADDENDUM NO. 2 WITH THE ATTACHED PAGE 11.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	1	EA		020-66		
				2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Phillip A. [Signature]* TELEPHONE: 866-659-2917 DATE: 11 September 2007

TITLE: Ag. Sales Mgr. FEIN: 55-056-5833-001 ADDRESS CHANGES TO BE NOTED ABOVE

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

5.0 AWARD CRITERIA:

TO:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

OPTIONS:

2 WHEEL DRIVE  
Utility Tractor Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5	_____	per unit	
6-10	_____	per unit	
11-20	_____	per unit	**
21 and over	_____	per unit	

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_\*\* per unit

\*\* Additional cost of 5% of mower and/or attachments plus \$250.00 deductible per call.

\*\* REFERENCE ADDENDUM #5 FOR PRICING



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
708EC001

PAGE
1

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2007				

BID OPENING DATE: **09/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/26/2007 AT 1:30 P.M.						
TO: POSTPONE UNTIL FURTHER NOTICE						
ADDENDUM NO. 5 WILL BE ISSUED AT A LATER DATE WITH CHANGES TO PRICING OF OPTIONS.						
NO OTHER CHANGES.						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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  
 708EC001

PAGE  
 1

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

\*709044440 304-659-2917

HAYHURST EQUIPMENT INC  
 PO BOX 457

PENNSBORO WV 26415

VENDOR

SHIP TO

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

DATE PRINTED 10/05/2007	TERMS OF SALE Net 30 Days	SHIP VIA Our Trucks	F.O.B. Destination	FREIGHT TERMS Pre-Paid
BID OPENING DATE: 10/24/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
CHANGES TO THE BIDDER'S EVALUATION REPORT ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: POSTPONE UNTIL FURTHER NOTICE						
TO: 10/24/07 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		020-66		
2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS						
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Phillip A. Costello</i>	TELEPHONE: 304-659-2917	DATE: 08 October 2007
TITLE: Ag. Sales Manager	FEIN: 55-056-5833-001	ADDRESS CHANGES TO BE NOTED ABOVE

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

## ADDENDUM #5

708EC001

## OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED  
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/ SIDE FLAIL MOWER

## CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

5.0 AWARD CRITERIA:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

## OPTIONS:

## 2 WHEEL DRIVE

Utility Tractor Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Grass Rotary Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

Side Flail Mower Only:

1-5 \_\_\_\_\_ per unit  
 6-10 \_\_\_\_\_ per unit  
 11-20 \_\_\_\_\_ per unit  
 21 and over \_\_\_\_\_ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ \_\_\_\_\_ per unit

TO:

5.0 AWARD CRITERIA:

**X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:**

1-5 \$59,937.00 per unit  
 6-10 SAME per unit  
 11-20 SAME per unit  
 21 and over SAME per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ ## per unit

REFERENCE PAGE #5

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 \$30,389.00 per unit  
 6-10 SAME per unit  
 11-20 SAME per unit  
 21 and over SAME per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ ## per unit

REFERENCE PAGE #5



Universal Mid Mounted Articulated Boom Mower Only:

1-5	<u>\$29,548.00</u>	per unit WITH hydraulics and controls
	<u>\$19,093.44</u>	per unit LESS hydraulics and controls
6-10	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
11-20	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
21 and over	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ ## per unit

REFERENCE PAGE #5

---

Grass Rotary Mower Only:

1-5	<u>\$ 16,723.66</u>	per unit WITH hydraulics and controls
	<u>\$ 7,744.00</u>	per unit LESS hydraulics and controls
6-10	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
11-20	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
21 and over	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ ## per unit

REFERENCE PAGE #5

---

## Side Flail Mower Only:

1-5	<u>\$16,201.66</u>	per unit WITH hydraulics and controls
	<u>\$ 7,222.00</u>	per unit LESS hydraulics and controls
6-10	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
11-20	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls
21 and over	<u>SAME</u>	per unit WITH hydraulics and controls
	<u>SAME</u>	per unit LESS hydraulics and controls

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$     ##     per unit

REFERENCE BELOW

## John Deere's Warranty is 2-years with optional 3rd year Power Train Warranty. The 3rd year Warranty requires initial cost of \$1,425.00 per machine and \$250.00 deductible per visit. All other standard terms apply to this extended Warranty.

SEE ATTACHED JOHN DEERE WARRANTY LITERATURE.

Tiger Corp will Warrant "their" products for 2-years against defects in materials and/or workmanship as stated in the enclosed Tiger Corp WARRANTY LITERATURE. Tiger Corp offers a 3rd year extended Warranty based on the additional cost of 5% per mower and/or attachment + a \$250.00 deductible per visit.

All Warranty work is to be performed at Hayhurst Equipment Inc. Transportation is the responsibility of the West Virginia Department of Transportation.



3301 North Louise Avenue  
 Sioux Falls, SD 57107  
 1-605-336-7900 Phone  
 1-605-338-9702 Fax

# TIGER CORPORATION

## LIMITED WARRANTY

### 1. LIMITED WARRANTIES

- 1.01. TIGER warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser ("Purchaser") and warrants for six months to the original commercial or industrial purchaser ("Purchaser") that the goods purchased are free from defects in material or workmanship. Replacement part(s) are warranted for a period of 180 days. A one and two year extended warranty is available at additional cost. All provisions of standard warranty apply to this extended warranty; a standard \$250.00 deduction per visit will apply.
- 1.02. TIGER will replace for the Purchaser any part or parts found, upon examination at its factory, to be defective under normal use and service due to defects in materials or workmanship.
- 1.03. The warranty does not apply to any part of the goods, which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damage due to lack of maintenance or use of wrong fuel, oil or lubricants, or which has served its normal life. Expendable items such as blades, shields, guards, and the like except as specifically found in your Operator's Manual, are not covered by this Limited Warranty.
- 1.04. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of TIGER.
- 1.05. **POWER UNITS:** Warranty on power units is covered by the tractor manufacturer, and is subject to their terms and conditions. TIGER will assist customers with warranty claims with manufacturers but is limited to the manufacturer policies. Authorization from tractor manufacturer is required.

### 2. REMEDIES AND PROCEDURES

- 2.01. **WARRANTY WILL BE VOID IF PARTS USED ON THE EQUIPMENT ARE NOT ORIGINAL TIGER FACTORY OEM REPLACEMENT PARTS, WHICH IN THE SOLE JUDGEMENT OF TIGER, AFFECTS THE UNITS PERFORMANCE, STABILITY OR RELIABILITY.**
- 2.02. This warranty is not effective unless the Purchaser returns the Registration and Warranty Form to TIGER within 30 days of purchase.
- 2.03. Purchasers claimed defect in material and workmanship must be made to the Authorized Dealer ("Dealer") from whom Purchaser purchased the goods or an approved Authorized Dealer ("Dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.04. Repairs or replacement will be performed by the authorized Dealer, FOB Dealers place of business.
- 2.05. If after examining the goods and/or parts in question, TIGER finds them to be defective under normal use and service due to defect in material or workmanship, TIGER will:
  - (a) Repair or replace the defective goods or part (s).
  - (b) The choice of remedy shall belong to TIGER

### 3. LIMITATION OF LIABILITY

- 3.01. **MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 3.02. **MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.**
- 3.03. **EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES. MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.**
- 3.04. **NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED**
- 3.05. **WARRANTY APPLIES TO ORIGINAL PURCHASER ON RECORD, AND IS NOT TRANSFERABLE WITHOUT THE ADVANCE, WRITTEN PERMISSION OF TIGER.**
- 3.06. **IN NO EVENT SHALL TIGER OR ITS DEALERS BE LIABLE FOR CONSEQUENTIAL DAMAGE OF ANY KIND OR FURTHER LOSS BY REASON OF DEFECT IN THE PRODUCT.**

### 4. MISCELLANEOUS

- 4.01. The laws of the State of South Dakota shall govern the construction of this agreement. Venue for any lawsuits shall be in Minnehaha County, South Dakota.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

#### KEEP FOR YOUR RECORDS

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

TIGER Model Code \_\_\_\_\_ Serial #'s: \_\_\_\_\_ Dealers \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Date Purchased \_\_\_\_\_ Dealer Name \_\_\_\_\_ Address \_\_\_\_\_

**ATTENTION: PLEASE READ YOUR OPERATOR'S MANUAL**



THE POWERGARD PROTECTION PLAN OFFERS EXTENDED COVERAGE BEYOND TH

**Programs (click below)** ▼

- Tractor
- Sprayer
- Combine
- Cotton Harvester
- Forage Harvester
- Windrower
- Telehandler
- Gator/UVs
- Commercial Mower
- Golf & Turf
- Tractor Loader Backhoe
- AMS Components
- Pull Scrapers
- Purchase Contract
- Machines with PPP
- Machines Eligible

**Covered Components** ▼

- Ag Component List
- C&CE Component List
- Certification
- Oilscan Online

- Promotional Items
- PowerGard Bulletins
- PowerGard Training

**PG Accept/Decline Form** ▼

- English
- French
- Profit/Margin Estimator

[Home](#)>> [Tractor](#) [Scroll right for calculator, manual, and contract links!]

## TRACTOR

The **PowerGard Protection Plan** is an extended warranty program for all eligible new **John Deere Tractors** covering defective components and parts due to faulty original workmanship.

The John Deere PowerGard Protection for new (in-warranty) tractors is available in either **Limited (engine & powertrain)** coverage, or the **Comprehensive (full machine)** coverage forms. The new Comprehensive (full machine) coverage under PowerGard is available for new tractors (purchased while in warranty) when used in normal agricultural applications. PowerGard Protection for used (out of warranty) tractors is **ONLY** available in the Limited (engine & powertrain) coverage form.

The PowerGard Protection Plan is **not** insurance. PowerGard Protection is **not** available for residential customers/users of CUT Tractors (2000, 3000, 4000 Series). State and Provincial specific regulatory requirements determine if PowerGard Protection can or can not be sold for C&CE tractors or other commercial equipment purchased by residential customers/users. See the list of approved states for the selling of PowerGard Protection to residential customers. Select eligible equipment (such as 5000 Series tractors) within the "Approved States" link at the top of the New/Used Unit tractor calculator.

PowerGard Protection Plan programs are designed to complement other aftermarket programs such as the PowerGard Maintenance Plan, to give customers more control over their total cost of ownership.

PowerGard for New/Used Tractors can be purchased in the following periods:

	<b>Basic Warranty</b>	<b>12 Months/ 1000 hours</b>	<b>24 Months/ 2000 hours</b>	<b>10 Year 5000 hours</b>
<b>Start Date</b>				
	↓	↓	↓	
<b>Plan A- Grace Period</b>	<b>Plan A - Delayed Period</b>	<b>Plan B- Used Units</b>		
No surcharges applied No Certification Required	20% surcharge applied Certification Required	For used, out of warranty, certified, dealer inventory		

**Note:**  
**Deductibles** (effective on contracts written 9/1/07 and after) are **\$100 for compact tractors, \$250 for 5000 & 6000 Series tractors, \$500 for 7000 & 8000 Series tractors and \$750 for all 9000 Series 4WD tractors**. All deductibles are applied **per coverage order** on all PowerGard contracts sold on or after May 1, 2003.

All PowerGard contracts must be registered within SIS to be valid. For processing PowerGard Protection contracts, go to the **Purchase Contract** link on the PowerGard Home page. If equipment is registered for basic warranty via the delivery receipt processing.

### Plan A - New (in warranty) Tractors - 3 Year Terms

Plan A is for eligible new units still covered under the John Deere basic warranty.

Total Month / Total Hour plan term options (including the John Deere Basic Warranty)

	36	36	36	36	36	36	36	36	36
<b>Total Months</b>	36	36	36	36	36	36	36	36	36
<b>Total Hours</b>	1500	2000	2500	3000	3500	4000	4500	5000	6000

### Plan A - New (in warranty) Tractors - 4 Year Terms

Plan A is for eligible new units still covered under the John Deere basic warranty.

Total Month / Total Hour plan term options (including the John Deere Basic Warranty)

<b>Total Months</b>	48	48	48	48	48	48	48	48	48
<b>Total Hours</b>	1500	2000	2500	3000	3500	4000	4500	5000	6000

#### Plan A – New (in warranty) Tractors - 5 Year Terms

Plan A is for eligible new units still covered under the John Deere basic warranty.

Total Month / Total Hour plan term options (including the John Deere Basic Warranty)

<b>Total Months</b>	60	60	60	60	60	60	60
<b>Total Hours</b>	1500	2000	2500	3000	3500	4000	4500

#### Plan B – Used (out-of-warranty) Tractors

Protection Plan B is eligible for equipment that is beyond the John Deere basic warranty dealer inventory for sale. There are several parameters for tractors to be eligible for Plan B:

- Less than 10 years from original dealership invoice and have less than 5000 engine hours,
- Must be PowerGard Certified **prior to the sale**, and
- In the dealership inventory at time of sale.
- A used delivery receipt is required first. PowerGard contracts must then be entered **within 15 days** of the delivery date.

Total Month / Total Hour plan term options (from the delivery date, and added to the engine hours at time of sale.)

<b>Months</b>	6	12	12	24	24	24	24	36	36	36
<b>Hours</b>	500	500	1000	500	1000	1500	2000	500	1000	1500

For all Plan B contracts sold by the dealership, the **selling dealer** will be responsible for repairs (minus the deductible) in the **first 30 days or 50 hours** after the contract is purchased and registered with Deere & Co.

#### Special Plan B Short Time/Hour Options

These options provide a low cost way to give your customer some peace of mind when out of warranty tractor.

Customers can purchase up to **12 months / 100 hours** or purchase **12 months / 250 hours** of extended warranty protection on PowerGard Certified used equipment. These contracts have the same parameters and coverage as a regular Plan B contract, but differ in the following:

- There is NO "30 day / 50 hour" dealer risk period under these two new options.
- On all covered repairs throughout the lifetime of the contract, the dealer will be responsible for 25% loss sharing on the total claim amount, after the applicable customer deductible has been paid.
- For the entire contract, the customer must return to the selling dealership for repairs.

This coverage offers a low-cost way to protect your customer after the sale of used equipment.

#### JDC Value Lease Program – New Tractors

The JDC Value Lease tractor program packages a PowerGard Protection Plan contract with a John Deere Credit Value Lease. In cases where at least an extra 12 months and at least 1000 hours of protection are purchased beyond the lease terms, JD Credit will increase the residual value of the tractor, thus helping to lower the lease fees (often times enough to cover the cost of PowerGard Protection). Or, you may choose a PowerGard JD Value Lease plan term that matches the lease parameters (in total months and total hours) for no increase in residual value. There are several parameters for tractors to be eligible for the JD Value Lease Program listed below:

- **Must be approved by John Deere Credit,**
- **Must be a brand new JD tractor in the 6000, 7000, 8000, or 9000 series**
- **Note: For 5000 Series tractor JD Value Leases, when purchasing Power Protection choose from one of the standard PowerGard Protection Plan term options above in the 3, 4 or 5 year programs.**
- **Have less than 100 operating hours at the start of the lease, and at the the PowerGard Protection contract purchase,**
- **Must have the entire JD basic warranty remaining.**

JD Value Lease Total Month / Total Hour plan term options (from the delivery date and hours at time of sale. Terms include the underlying John Deere basic warranty for tract

<b>Total Months</b>	36	36	36	36	36	48	48	48	48	48	48
<b>Total Hours</b>	900	1800	2000	2700	3600	1200	2000	2400	3000	3600	40

All the regular PowerGard parameters, such as deductible, processing, claims and cove components, apply to JDC Value Lease PowerGard contracts.

**JDC Value Lease eligibility is subject to JD Credit approval.**



Please forward your questions and comments to **PowerGard Protection Department**  
 1-866-866-1212 option 1 and then 5 (toll free)  
 Copyright © Deere & Company. All rights reserved.

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND**

**LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. Only)**

- A. GENERAL PROVISIONS** - The warranties described below are provided by Deere & Company ("John Deere") to the original purchasers of new Agricultural and Commercial & Consumer Equipment from John Deere or authorized John Deere dealers. These warranties apply only to equipment intended for sale in the U.S. Under these warranties, John Deere will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in the U.S. or Canada, and authorized by John Deere to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer. John Deere's Obligation shall not apply to fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty period.
- B. WHAT IS WARRANTED** - All parts of any new John Deere product, except non-John Deere engines in self-propelled Forage Harvesters tires, radios, and batteries, are warranted for the number of months or operating hours specified below.

AGRICULTURAL PRODUCTS		COMMERCIAL & CONSUMER EQUIPMENT		WARRANTY TERM
TRACTORS	24 Months - Or 2 000 Hours Whichever Comes First	1) In Private Homeowner - Personal Use Application (includes attachments), except for equipment listed in 4		24 Months
		2) In Any Other Application, except for the equipment listed in 3 and 4		12 Months
SCRAPERS	6 Months	3) In Any Other Application: L100 and G100 Series Tractors and Attachments SABRE by John Deere Products and Walk Behind Mowers under 30" (except for JX85)		90 Days
		4) Regardless of Application: a) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Z-TRAK Mowers (except F620), Commercial Walk Behind Mowers (30" or larger) and 7- IRON Mower Decks		24 Months
OTHER PRODUCTS, Including Ag Management Solutions (AMS) Products	12 Months	b) Gator Utility Vehicles (except Compact Series), F620 Z-TRAK Mowers and Tractor Loader Backhoes (TLB) Other mower decks, implements and attachments for Equipment listed in 4a-4c		12 Months or 1000 Hours Whichever Comes First
		c) Compact Utility Tractors		24 Months or 2000 Hours Whichever Comes First
ENGINES IN SELF-PROPELLED PRODUCTS OTHER THAN TRACTORS	24 Months - Or 2 000 Hours Whichever Comes First	d) Powertrain on Compact Utility Tractors (components as per D below)		36 Months or 2000 Hours Whichever Comes First
		e) Utility All Terrain Vehicles (UATV) and attachments		6 Months
		f) Skid Steers, Approved John Deere Attachments and Compact Excavators		12 Months

**Engine Items Covered** - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsional damper, manifolds, intercooler and engine oil cooler.

**Engine Items Not Covered** - Oil filler tube, engine filters and filter gaskets, air cleaners and associated parts, engine mounts and supports, all pulleys and belts, starter, alternator, linkage and cables, radiator, and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, cold weather starting aids, fan and fan drives.

\* Warranty Term for all tractors used in Earthmoving applications (other than 8000 Series wheel and track units, 9320, 9420 or 9520 Scraper wheel tractors) is 90 Days.

Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivating, an harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the dealer, on the purchase order).

**Sweeps, Shovels, Plow Shares and Disk Blades** - A replacement part will be furnished without charge if the following John Deere item break during the applicable warranty term, subject to these conditions:

**SWEEPS & SHOVELS** - When breakage occurs on items which do not show appreciable wear.

**PLOW SHARES** - When breakage occurs before the plow share reaches the following wear limits (labor not included - wear to be measure perpendicularly across the middle of the front bolt hole): INCH DIMENSION SHARES: 1/2 inch of wear (3 1/2 inches remaining); METRIC DIMENSION SHARES: 15mm of wear (100mm remaining).

**DISK BLADES** - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent of the original diameter (center breakage excluded).

WHEN APPLICABLE, A SEPARATE EMISSIONS WARRANTY STATEMENT WILL BE PROVIDED BY YOUR JOHN DEERE DEALER.

- C. WHAT IS NOT WARRANTED - JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING:** (1) Used Products; (2) Frontier Equipment™ products. Warranty is the responsibility of the original manufacturer. The customer should contact a Frontier Equipment™ dealer for details; (3) Any product that has been altered or modified in ways not approved by John Deere: including, but not limited to setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (4) Depreciation or damage cause by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator Manual recommendations; (5) Normal maintenance parts and service including, but not limited to, oil filters, coolants, and conditioners, cutting parts, belts, brake and clutch lining; (6) UATV if used for racing or any other competitive activity.

- D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY - Engine:** cylinder block, head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, pumps valves and moto related to driveline operation, and all parts contained therein (does not include dry clutch parts or steering cylinders).

- E. SECURING WARRANTY SERVICE** - To secure warranty service, purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.

- F. NO IMPLIED WARRANTY OR OTHER REMEDY - AGRICULTURAL PRODUCTS** - Where permitted by law, neither John Deere or any company affiliated with it makes any warranties, representations, or promises, express or implied as to the quality or performance, or freedom from defect of its agricultural products other than those set forth above, and **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The only remedies the purchaser has in connection with the breach performance of any warranty on John Deere agricultural products are those set forth above.

- G. LIMITATION OF IMPLIED WARRANTIES OR OTHER REMEDIES - COMMERCIAL & CONSUMER EQUIPMENT** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, or promises express or implied as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE COMMERCIAL CONSUMER EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** (Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages; the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

- H. NO DEALER WARRANTY** - THE SELLING DEALER MAKES NO WARRANTY OF ITS OWN AND THE DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

- I. If further information is desired, contact your selling dealer or DEERE & COMPANY MOLINE, IL at 1-866-993-3373.**



# Customer Purchase Order

## For John Deere Products (U.S. Only)

15 48024A

<b>CUSTOMER'S NAME - First Signer</b> (First Middle Initial Last)			DATE OF ORDER	COMPANY UNIT <b>63</b>	DEALER ORDER NO	DEALER ACCOUNT NO <b>4570/4071</b>																					
(SECOND LINE OF OWNER NAME)			CASH SALE <input type="checkbox"/>	LEASE <input type="checkbox"/>	TIME SALE <input type="checkbox"/>	<input type="checkbox"/> SOC SEC <input type="checkbox"/> IRS NO <input type="checkbox"/> EIN NO																					
STREET OR RR			PURCHASER SALES TAX EXEMPT NO																								
TOWN			SELLER'S NAME & ADDRESS <b>HAYHURST EQUIPMENT INC.</b>																								
COUNTY			<b>P.O. 457 • 435 W. MYLES AVE</b>																								
PURCHASER ACCT.			<b>PENNSBORO, WV 26415</b>																								
PHONE NUMBER			<b>Toll Free: 800-659-2917</b>																								
E-MAIL ADDRESS			CUSTOMER IS:																								
<b>CUSTOMER'S NAME - Second Signer</b>			<input type="checkbox"/> Business	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted																					
STREET OR RR			<input type="checkbox"/> Individual	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected	<input type="checkbox"/> Rejected																					
TOWN			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><b>POWERGARD PROTECTION PLAN</b></td> <td style="width: 25%;"><b>POWERGARD MAINTENANCE PLAN</b></td> <td style="width: 25%;"><b>JOHN DEERE MAINTENANCE PLAN PLUS</b></td> <td style="width: 25%;"><b>ADD CUSTOMER NAME TO MAIL LIST</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			<b>POWERGARD PROTECTION PLAN</b>	<b>POWERGARD MAINTENANCE PLAN</b>	<b>JOHN DEERE MAINTENANCE PLAN PLUS</b>	<b>ADD CUSTOMER NAME TO MAIL LIST</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>CP (Check only one box)</b></td> <td><b>AG</b></td> </tr> <tr> <td>Residential <input type="checkbox"/></td> <td>Commercial <input type="checkbox"/></td> <td>Part-Time Farmer <input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> <b>H</b></td> <td><input type="checkbox"/> <b>C</b></td> <td><input type="checkbox"/> <b>F</b></td> <td><input type="checkbox"/> <b>A</b></td> </tr> </table>		<b>CP (Check only one box)</b>			<b>AG</b>	Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>	Part-Time Farmer <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <b>H</b>	<input type="checkbox"/> <b>C</b>	<input type="checkbox"/> <b>F</b>	<input type="checkbox"/> <b>A</b>
<b>POWERGARD PROTECTION PLAN</b>	<b>POWERGARD MAINTENANCE PLAN</b>	<b>JOHN DEERE MAINTENANCE PLAN PLUS</b>	<b>ADD CUSTOMER NAME TO MAIL LIST</b>																								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																								
<b>CP (Check only one box)</b>			<b>AG</b>																								
Residential <input type="checkbox"/>	Commercial <input type="checkbox"/>	Part-Time Farmer <input type="checkbox"/>	<input type="checkbox"/>																								
<input type="checkbox"/> <b>H</b>	<input type="checkbox"/> <b>C</b>	<input type="checkbox"/> <b>F</b>	<input type="checkbox"/> <b>A</b>																								

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.

QTY	NEW	DEM	RENT	LEASE	UNUS	PRODUCT (Give Model Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE (Or Total Lease Payments)

I (We) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.

<b>PURCHASER TYPE (Check One)</b> <b>Private</b> <input type="checkbox"/> 1 Commercial <input type="checkbox"/> 8 Residential <input type="checkbox"/> 9 Farm <b>Other</b> <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State / Province <input type="checkbox"/> 4 County <input type="checkbox"/> 5 City / Town / Village <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	<b>MARKET USE (Check One)</b> <b>Agriculture</b> <input type="checkbox"/> 17 General Utility <input type="checkbox"/> 13 Livestock / Feedlot / Dairy <input type="checkbox"/> 15 Row Crop / Small Grain <input type="checkbox"/> 16 Specialty Crop <b>Rental &amp; Lease Companies</b> <input type="checkbox"/> 97 Deere Dealer <input type="checkbox"/> 96 Independent <input type="checkbox"/> 98 Undefined Govt Use <b>Utility Companies</b> <input type="checkbox"/> 82 Gas / Water / Electric <input type="checkbox"/> 81 Telephone	<b>Other</b> <input type="checkbox"/> 41 Building & Housing Construction <input type="checkbox"/> 71 Airports <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 95 Institutions (schools/churches/hosp) <input type="checkbox"/> 93 Nursery / Landscape <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 89 Residential <input type="checkbox"/> 84 Sanitary Landfill / Refuse <input type="checkbox"/> 74 Railroads <input type="checkbox"/> 49 Highways & Streets <input type="checkbox"/> 43 Sewer & Water
<b>1. TOTAL CASH PRICE</b> <b>2. TOTAL TRADE-IN ALLOWANCE</b> <b>3. BALANCE</b> <b>4. SALES TAX</b> <b>5. SUB-TOTAL</b> <b>6. CASH WITH ORDER</b> <b>7. BALANCE DUE</b>		<b>DELIVERED CASH PRICE (Or Total Lease Payments)</b>

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere product(s) is printed on the back side of this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

**ACKNOWLEDGEMENTS - I (We)** promise to pay the balance due (line 7) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished

Customer's Signature \_\_\_\_\_ Accepted By \_\_\_\_\_  
(Authorized Signature of Seller)

Customer's Signature \_\_\_\_\_ Date Accepted \_\_\_\_\_ Salesman \_\_\_\_\_

<b>DELIVERY ACKNOWLEDGEMENT ▶</b>	DELIVERED ON:	WARRANTY BEGINS	SIGNATURE: (DEALER)
-----------------------------------	---------------	-----------------	---------------------