



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 |
| 708EC014 |

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| PAGE |
| 1 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN 304-558-2402 |

RFQ COPY
 TYPE NAME/ADDRESS HERE
Middletown Tractor Sales
 2345 Whitehall Boulevard
 Fairmont, WV 26554
 (304) 366-4690
 www.middletowntractor.com

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 |
| 04/10/2008 | NET 30 | OUR TRUCK | Buckhannon | Prepaid |
| BID OPENING DATE: 05/21/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | EA | | 765-87 | | |
| <p>2 WHEEL DIRVE UTILITY TRACTOR <i>1 John Deere 6330 TRACTOR with Alamo Machete Mower.</i> OPEN END CONTRACT</p> <p>PROVIDE 2 WHEEL DRIVE UTILITY TRACTOR AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITAL COMPLEX, BUILDING 15, 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305 AT 10:00 AM ON 05/08/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY 05/02/2008</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION: MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> | | | | | | |

RECEIVED
 2008 JUN 25 A 10:11
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---|---------------------------|-----------------------------------|
| SIGNATURE <i>John D. [Signature]</i> | TELEPHONE 304-366-4690 | DATE 6/23/08 |
| TITLE <i>[Signature]</i> | FAX 55 054 71 75 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
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 304-558-2402**

RFQ COPY
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VENDOR

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 04/10/2008 | | | | |

BID OPENING DATE: **05/21/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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> | | | | | | |

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TYPE NAME/ADDRESS HERE

RFQ COPY

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| <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, 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</p> | | | | | | |

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| <p>RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 EXHIBIT 10</p> <p>REQUISITION NO.: <i>708EC014</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> | | | | | | |

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|---|----------|-----|---------|-------------|------------|--------|
| <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. ①</p> <p>NO. ②</p> <p>NO. ③</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE MIDDLETOWN TRACTOR COMPANY 6/23/08 DATE</p> | | | | | | |

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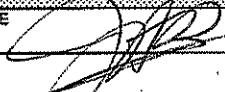
RFQ COPY
 TYPE NAME/ADDRESS HERE

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| | | | | | | |
| <p>FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> | | | | | | |

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| <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>MIDDLETOWN TRACTOR SALES</u></p> <p>DATE: <u>6-23-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>[Signature]</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> | | | | | | |

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| <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 708EC014</p> <p>BID OPENING DATE: 05/21/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: right;"><i>304-366-4698</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;"><i>James Lyons</i></p> | | | | | | |

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

NOTE: PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
Vendor should type Bidder's NO. 131-1-H
Evaluation Report OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

NOTE TO BIDDER: Procurement Specification No. 131-1-H, 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 a summary of exception as a separate attachment, 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.: 708 ECD14

Bidder's Name: MIDDLETOWN TRACTOR SALES

Address: 2345 Whitehall Blvd. Fairmont, WV. 26554

Telephone Number: 304-366-4690

Years Bidder has been registered to do business with the State of West Virginia: 36 YRS.

Years Company has been an authorized dealer for proposed unit: 36 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 120 ^{per ADDENDUM} Calendar Days After Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 180 ^{See Addendum} Calendar Days After Receipt of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

| | | |
|-------------|--------------------------------|----------|
| 1-10 | <u>\$ 62,088.⁰⁰</u> | per unit |
| 11-20 | <u>\$ 62,838.⁰⁰</u> | per unit |
| 21-30 | <u>\$ 63,088.⁰⁰</u> | per unit |
| 31 and over | <u>\$ 63,088.⁰⁰</u> | per unit |

X6.0 SPECIFICATIONS - GENERAL

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

John Deere 6330 (2009 or later) with machete Alamo Mower
 Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

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

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

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

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

✓

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to 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 MANUFACTURER'S WARRANTY

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

2 year warranty with specifics of warranty on attached form.

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.

warranty may be performed at DOH facilities or at manufacturer's authorized facility. However, travel time and transportation are not warranted. MIDOLE TOWN TRACTOR SALES in Fairmont is a representative for tractor and mowers.

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

Fairmont, W.V. Stocking levels vary however access to most all parts can be available overnight.

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

- | | | | |
|------------------|---|----------|------------|
| A. Terms: Net 30 | Manufacturer's published list price less: | <u>5</u> | % discount |
| B. Terms: Net 60 | Manufacturer's published list price less: | <u>0</u> | % discount |
| C. Terms: Net 90 | Manufacturer's published list price less: | <u>0</u> | % discount |

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

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

- | | |
|---|--|
| A. Shop Rate | \$ <u>55.⁰⁰</u> per mechanic hour |
| B. Travel Time Charge (Specify if one-way) | \$ <u>60.⁰⁰</u> per mechanic hour <u>X</u> ; port to port <u>X</u> |
| C. Mileage Charge (Specify if one-way) | \$ <u>NONE</u> per vehicle mile _____ ; port to port _____ |
| D. Field Mechanic Rate | \$ <u>60.⁰⁰</u> per mechanic hour |

E. Specify period of time that prices are in effect: July 1, 2008 to June 30, 2009

F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: John Deere Model: 6330

X7.1 Tractor dry weight (without ballast): 10,151 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: 4.5 L Power Tec E³
- X7.7.2 PTO Horsepower: 85
- 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

X7.9 Engine Cooling System:

- X7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT type extended life antifreeze or equal rated at of -30 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: 24519

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 guard 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: Federal Signal Model: 851
(Formerly Target Tech)

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 Perma Clutch 2

X7.18 Transmission of the following design and arrangement:

X7.18.1 Power shift design mechanically controlled with left hand reverser *See Addendum* 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 heavy duty available YES NO

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: 2900 PSI 17.5 GPM

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: John Deere 6330

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 X 16 - 10ply F-2

X7.24.2 Rear Tires: 18.4 X 30 8ply R-1

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 5028 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 15 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 SPECIFICATIONS OF MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

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

Manufacturer: ALAMO INDUSTRIAL Model: MACHETE

- X8.1 Frame:
- X8.1.2 Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle YES NO
- X7.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor of 4 inch x 4 inch mounting rail
- X8.1.4 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 Is manufacturer's properly sized hydraulic oil reservoir capable of operating 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 Is hydraulic filter capable of providing suitable filtration for system
 YES NO
- X8.2.4 Tank equipped with a shut off valve for closing when changing filter or hoses and for draining of tank
 YES NO
- X8.2.5 Unit equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions
 YES NO
- X8.2.6 Hydraulic GPM manufacturers specified to operate all mower functions at maximum efficiency
 YES NO
- X8.2.7 Circuit hoses of 1 inch four wire braid
- X8.2.8 Are all hoses routed through conduit and securely fastened for best brush protection
 YES NO
- X8.2.9 Deck hoses are four wire braid fitted with cordura sleeving for brush protection
 YES NO
- X8.2.10 Mower controls are five (5) section valve controlled through a single electronic joystick
 YES NO
- X8.2.11 Valve allows a minimum of 5 functions simultaneously
- X8.2.12 The swing, lift, and dipper sections have individual relief valves to give breakaway protection
 YES NO
- X8.2.13 Mower cutter has a 6 second emergency shutdown
 YES NO
- X8.2.14 Mower head motor takes 6 seconds to wind up to full RPM for a "no-shock-load startup"
 YES NO
- X8.2.15 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side
 YES NO

"DELETE"

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 are 108 inches with 50 inch rotary and 12 feet high

X8.4 Safety Cage:

X8.4.1 Is a safety cage installed on right side and top of operator's position YES ___ NO

Also a sloping brush shield 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 Is a lexon safety glass window part of the safety cage YES ___ NO

Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned YES ___ NO

X8.5 Boom:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable bronze bearings YES ___ NO

X8.5.2 Pivot pins 1/2 inch diameter

X8.5.3 Inner boom made of 6 inch x 6 inch x 3/8 inch steel tubing
50,000 lb/sq inch yield strength

X8.5.4 Dipper boom made of 5 inch x 5 inch x 3/8 inch steel tubing
50,000 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 22 feet
- X8.5.8 Boom reach out 21'10" feet from tractor centerline to outside edge or cutting blade arc
- X8.5.9 Boom reach down 13'6" feet below tractor ground level
- 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
- X8.6 Brush Head:
- X8.6.1 Cutting width 50 inches
- X8.6.2 Top deck A606
- 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 NO
- X8.6.5 Deck has replaceable full length skid shoes YES NO
- X8.6.6 Spindle bearings tapered roller type in a sealed housing YES NO
- X8.6.7 Blades 5 inch wide x 5/8 inch thick double edge tempered steel and full swing 360 degrees YES NO
- X8.6.8 Blade bolts 1/8 inch x 3 heat treated, grade 8 shoulder bolt with a Grade 8 castle nut and roll pin YES NO
- X8.6.9 Motor cast steel and sized to match the hydraulic pump proposed by the mower manufacturer YES NO
- X8.6.10 A front safety shield, hydraulic actuated, center feed metal door operational from joystick control YES NO
- X8.6.11 Cutter deck rotation 160 degrees
- X8.6.13 Rear shield rubber/fabric material YES NO
- X8.7 Complete unit shall be delivered with all manufacturers safety features intact YES NO
- X8.8 Mower is manufacturers standard color YES NO
- X8.9 Does the proposed unit meet 'OSHA of 1970" requirements YES NO

X8.10 Does advertising meet specifications

YES NO

X8.11 Preventive Maintenance and Operators Orientation/Training

X8.11.1 Will a preventive maintenance and operator's training seminar be provided as requested?

YES NO

Will manuals, booklets, etc, explaining preventive maintenance, operator procedures, and service schedule be delivered with the unit

YES NO

If NO, explain _____

Will you furnish all training aids

YES NO

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 owed 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 for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Middletown TRACTOR Sales

Authorized Signature: [Signature] Date: 6/23/08



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

Request for Quotation

| |
|------------|
| RFO NUMBER |
| 708EC014 |

| |
|------|
| PAGE |
| 1 |

| |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN 304-558-2402 |

*709043751 304-366-4690

Middletown Tractor Sales

2345 Whitehall Boulevard
Fairmont, WV 26554
(304) 366-4690
www.middletowntractor.com

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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 |
| 05/11/2008 | NET 30 DAYS | OUR TRUCK | Buckhannon | PRE PAID |

BID OPENING DATE: 06/04/2008 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: 05/21/08 AT 1:30 P.M. | | | | | | |
| TO: 06/04/08 AT 1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | | EA | | 765-87 | | |
| | 1 | | | 2 WHEEL DRIVE UTILITY TRACTOR | | |
| ***** THIS IS THE END OF RFQ 708EC014 ***** TOTAL: | | | | | | _____ |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------|-----------------------------------|-----------|
| SIGNATURE | TELEPHONE | DATE |
| <i>[Signature]</i> | 304-366-4690 | 6/23/2008 |
| TITLE | ADDRESS CHANGES TO BE NOTED ABOVE | |
| <i>[Signature]</i> | 55-054-7175 | |

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



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

Request for Quotation

RFO NUMBER
708EC014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
304-558-2402**

*709043751 304-366-4690

Middletown Tractor Sales

2345 Whitehall Boulevard
Fairmont, WV 26554
(304) 366-4690

www.middletowntractor.com

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 |
| 05/27/2008 | NET 30 DAYS | OUR TRUCK | BUCKHANNON | PRE TAX |

BID OPENING DATE: 06/11/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ADDENDUM NO. 2 | | | | | | |
| CHANGES TO THE SPECIFICATIONS ATTACHED. | | | | | | |
| BID OPENING DATE AND TIME CHANGED | | | | | | |
| FROM: 06/04/08 AT 1:30 P.M. | | | | | | |
| TO: 06/11/08 AT 1:30 P.M. | | | | | | |
| NO OTHER CHANGES. | | | | | | |
| 0001 | 1 | EA | | 765-87 | | |
| 2 WHEEL DRIVE UTILITY TRACTOR | | | | | | |
| ***** THIS IS THE END OF RFQ 708EC014 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>James D. Boyce</i> | TELEPHONE 304-366-4690 | DATE 6/23/2008 |
| TITLE <i>Proc.</i> | FEIN 55-054-7175 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

708EC014
ADDENDUM #2

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

(AFTER DISCUSSION WITH MANAGEMENT ON THE ISSUES OF CONCERN OF ALL VENDORS PRESENT AT THE PREBID MEETING, ATTACHED IS THE ADDENDUM)

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY (2nd Paragraph – 2nd Sentence)
Delivery is preferred within 90 days after receipt of purchase agreement.

TO:

4.2 DELIVERY (2nd Paragraph – 2nd Sentence)
Delivery must be within 180 days after receipt of purchase agreement

FROM:

4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY (3rd Paragraph)
A completed pilot model for inspection must be provided within 120 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

6.5 WARRANTY AND SERVICE POLICY (2nd Paragraph)
A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.

TO:

6.5 WARRANTY AND SERVICE POLICY (2nd Paragraph)
A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

LEAVE AS WRITTEN:

7.1 Tractor dry weight (without ballast) – 10,000 lbs. minimum

LEAVE AS WRITTEN:

7.5 Unit to be equipped with manufacturers lockable side panels

LEAVE AS WRITTEN:

7.7.2 **80 PTO horsepower minimum**

FROM:

7.18.1 Power shift design mechanically controlled with left hand reverser

TO:

7.18.1 Power shift design and **must have a transmission that can be shifted on the go without using a clutch (within the speed gears) and with a left hand reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go.**

FROM:

7.19.2 Manufacturers differential lock engagement and disengagement capability.

TO:

7.19.2 Manufacturers differential lock engagement and disengagement capability and **must be able to engage differential lock on the go**

FROM:

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

TO:

7.22.2 Tractor to have two (2) control valves with three (3) detent position and flow

FROM:

7.23.4 **Must be self adjusting and equalizing**

TO:

7.23.4 **Must be self or manual adjusting and equalizing**

FROM:

8.1.2 Mounting frame shall be full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle.

TO:

8.1.2 Frame shall be mid mounted to underside of tractor utilizing 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).

LEAVE AS WRITTEN:

8.1.3 Main frame of 4 inch x 4 inch x 1/4 inch steel tubing bracing frame with 4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor to 4 inch x 4 inch mounting rail.

LEAVE AS WRITTEN:

8.2.5 Unit shall be equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions.

FROM:

8.2.7 All circuit hoses to be a minimum of 1 inch four wire braid

TO:

8.2.7 All motor circuit hoses to be a minimum of 1 inch four wire braid

DELETE:

8.2.15 Cylinders to be mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side

FROM:

8.3.3 When in stow, tractor and mower to be approximately 108 inches with 60 inch rotary and approximately 12 foot high.

TO:

8.3.3 When in stow, tractor and mower to be approximately 108 inches with 50 inch rotary and approximately 12 foot high.

FROM:

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.

TO:

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. (See attached photos)

LEAVE AS WRITTEN:

8.4.3 A 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.

FROM:

8.5.1 Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings.

TO:

8.5.1 Boom shall be two (2) piece design with all pivot points having replaceable bronze bearings or greasable steel bearings.

LEAVE AS WRITTEN:

8.5.3 Inner boom to be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength

LEAVE AS WRITTEN:

8.5.4 Dipper boom to be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq/ inch yield strength

FROM:

8.6.11 Cutter deck rotation to be approximately 160 degrees

TO:

8.6.11 Cutter deck tilt movement to be approximately 160 degrees

708EC014
ADDENDUM #2

2 WHEEL DRIVE UTILITY TRACTOR
AND MID MOUNTED ARTICULATED HYDRAULIC POWERED BOOM MOWER

(AFTER DISCUSSION WITH MANAGEMENT ON THE ISSUES OF CONCERN OF ALL VENDORS
PRESENT AT THE PREBID MEETING, ATTACHED IS THE ADDENDUM)

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

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

NO CHANGE REQUIRED:

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

FROM:

X6.5 WARRANTY AND SERVICE POLICY (3rd Paragraph)

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included?

YES NO

Describe: See ATTACHED COPIES OF MANUFACTURER'S WARRANTIES

TO:

X6.5 WARRANTY AND SERVICE POLICY (3rd Paragraph)

Is a mandatory two (2) year bumper to bumper basic parts and labor warranty excluding abuse
and normal wear items included?

YES NO

Describe: See ATTACHED COPIES OF MANUFACTURER'S WARRANTIES

LEAVE AS WRITTEN:

X7.1 Tractor dry weight (without ballast): 10,151 lbs.

LEAVE AS WRITTEN:

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

LEAVE AS WRITTEN:

X7.7.2 PTO Horsepower: 85

FROM:

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

TO:

X7.18.1 Power shift design and has transmission that can be shifted on the go without using a clutch (within the speed gears) and with a left hand reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go. YES NO

FROM:

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

TO:

X7.19.2 Manufacturers differential lock engagement and disengagement capability and is able to engage differential lock on the go YES NO

FROM:

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

TO:

X7.22.2 Tractor has 2 control valves with three (3) detent position and flow YES NO

FROM:

X7.23.4 Self adjusting and equalizing YES NO

TO:

X7.23.4 Self or manual adjusting and equalizing YES NO

UNIT IS BOTH SELF ADJUSTING AND SELF EQUALIZING AS SPECIFIED.

FROM:

X8.1.2 Mounting frame is full length 4 inch x 4 inch x 1/4 inch steel tubing adequately secured to front bolster and rear axle YES NO

TO:

X8.1.2 Frame is mid mounted to underside of tractor utilizing 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

LEAVE AS WRITTEN:

X8.1.3 Main frame of 4 inch x 4 inch steel tubing bracing frame with
4 inch x 4 inch x 1/4 inch steel tubing main structure mounted over hood of tractor
of 4 inch x 4 inch mounting rail

LEAVE AS WRITTEN:

X8.2.5 Unit equipped with front piston type pump to run mower head and piggy pump shall be gear or piston pump to run all other mower functions YES NO

FROM:

X8.2.7 Circuit hoses of inch four wire braid

TO:

X8.2.7 All motor circuit hoses of 1 inch four wire braid YES NO

DELETE:

X8.2.15 Cylinders are mounted in such a way that breakaway forces are transmitted to the barrel side of cylinder and not the rod side YES NO

NO CHANGE REQUIRED:

X8.3.3 When in stow, tractor and mower are 108 inches with 50 inch rotary and 12 feet high

NO CHANGE REQUIRED:

X8.4.1 Is a safety cage installed on right side and top of operator's position YES ___ NO

Also a sloping brush shield over entire hood area YES ___ NO

LEAVE AS WRITTEN:

X8.4.3 Is a lexan safety glass window part of the safety cage YES ___ NO

Does this window cover the door window and hinged mounted so that it and the tractor window can be cleaned YES ___ NO

FROM:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable bronze bearings ___ YES ___ NO

TO:

X8.5.1 Boom is two (2) piece design with all pivot points having replaceable Bronze bearings ___ or greasable steel bearings YES ___ NO

LEAVE AS WRITTEN:

X8.5.3 Inner boom made of 6 inch x 6 inch x 3/8 inch steel tubing 50,000 lb.sq inch yield strength

LEAVE AS WRITTEN:

X8.5.4 Dipper boom made of 5 inch x 5 inch x 3/8 inch steel tubing 50,000 lb sq inch yield strength

FROM:

X8.6.11 Cutter deck rotation ___ degrees

TO:

X8.6.11 Cutter deck tilt movement 160 degrees



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
 708EC014

PAGE
 1

6330

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

*709043751 304-366-4690

Middletown Tractor Sales

2345 Whitehall Boulevard
 Fairmont, WV 26554
 (304) 366-4690

www.middletowntractor.com

MIDDLETOWN

SHIP TO

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

| | | | | |
|---------------------------------|------------------------------|-----------------------|----------------------|---------------------------|
| DATE PRINTED 06/03/2008 | TERMS OF SALE NET 30 DAYS | SHIP VIA OUR TRUCK | F.O.B. BUCKHANNON | FREIGHT TERMS Pre Paid |
| BID OPENING DATE: 06/25/2008 | BID OPENING TIME | | 01:30PM | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ADDENDUM NO. 3 | | | | | | |
| BID OPENING DATE AND TIME CHANGED | | | | | | |
| FROM: 06/11/08 AT 1:30 P.M. | | | | | | |
| TO: 06/25/08 AT 1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 001 | 1 | EA | | 765-87 | | |
| 2 WHEEL DRIVE UTILITY TRACTOR | | | | | | |
| ***** THIS IS THE END OF RFQ 708EC014 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-366-4690 DATE: 6/23/2008

FEIN: 55-054-7175 ADDRESS CHANGES TO BE NOTED ABOVE

ALAMO INDUSTRIAL

Limited Warranty

1. LIMITED WARRANTIES

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

2. REMEDIES AND PROCEDURES.

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

3. LIMITATION OF LIABILITY.

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

4. MISCELLANEOUS.

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

KEEP FOR YOUR RECORDS

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

Alamo Industrial Implement Model _____ Serial Number _____
Date Purchased _____ Dealer _____

ATTENTION:
READ YOUR OPERATOR'S MANUAL

ALAMO INDUSTRIAL

1502 E. Walnut
Seguin, Texas 78155
830-379-1480



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 Yanmar 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 (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below.

| AGRICULTURAL PRODUCTS | | WARRANTY TERM | LAWN & GARDEN EQUIPMENT | | WARRANTY TERM |
|--|--|--|--|--|---|
| TRACTORS | | 24 Months - Or 2,000 Hours Whichever Comes First * | 1) All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for equipment listed in 2 below) | | 24 Months in Private Residential - Personal Use 12 Months in Any Other Application |
| SCRAPERS | | 6 Months | 2) 100, L100 and G100 Series Tractors and Attachments and Walk-Behind Mowers under 36" | | 24 Months in Private Residential - Personal Use 90 Days in Any Other Application |
| OTHER PRODUCTS, Including Ag Management Solutions (AMS) Products | | 12 Months | COMMERCIAL EQUIPMENT | | WARRANTY TERM |
| ENGINES IN SELF-PROPELLED PRODUCTS OTHER THAN TRACTORS | | 24 Months - Or 2,000 Hours Whichever Comes First | 3) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Z-TRAK Mowers, Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks | | 24 Months |
| | | | 4) Utility Tractors, Compact Utility Tractors | | 24 Months or 2000 Hours, Whichever Comes First |
| | | | a) Powertrain on Compact Utility Tractors (components as per B above) | | 36 Months or 2000 Hours, Whichever Comes First |
| | | | 5) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 3,4,5 | | 12 Months or 1000 Hours, Whichever Comes First |
| | | | UTILITY ALL TERRAIN VEHICLES | | WARRANTY TERM |
| | | | 6) Utility All Terrain Vehicles (UATV) and attachments | | 6 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 and engine oil cooler.

Engine Items Not Covered during months 13 through 24 - 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 those designated as "Scraper" tractors and ordered from the factory as such) is 90 Days.

Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivating, and 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 items 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 measured 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 caused 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 linings; (6) UATV if used for racing or any other competitive activity.

- D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY** - **Engine:** cylinder block, cylinder 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:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, 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 of 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 so 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 of 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.**



John Deere Waterloo Works
3500 E. Donald Street
Waterloo, IA, 50704 USA


Donald Werner
Product Marketing Manager, Waterloo

To Whom It May Concern:

Per the specifications listed below for a 6330 cab tractor with rack and pinion tire option, engineering from Mannheim, Germany has confirmed that the tractor, as speced, with an empty fuel tank has a weight of 10,151 lbs. This confirms the fact that the weight of the 6330 tractor exceeds the minimum 10,000 lb bid specification.

| |
|------------------------|
| 6330 |
| 3122R |
| 0600 pkg |
| 0150 cab |
| 0200 2 wh. Drive |
| 1127 rear tires |
| 4782 front tires |
| 7073 trans |
| 7101 std. PTO |
| 7154 rack & pinion |
| 7452 exhaust |
| 7662 air seat |
| 8830 vandal protection |
| 8850 toolbox |
| 8875 fuel tank guard |
| 9041 rear light |
| 9102 frt. & rear. Wash |
| 9260 second SCV |
| 9988 no tire pref |

Regards,


Donald K. Werner
Product Marketing Manager
John Deere Waterloo Works