



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**

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 6430</i></p> <p>OPEN END CONTRACT  <b>AITERNATE #1</b></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  
 08 JUN 25 AM 9:38  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *304-4690* DATE: *6/23/08*

TITLE: *[Signature]* 55-0547175 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.

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**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



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 708EC014

PAGE  
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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
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><b>LIFE OF CONTRACT:</b> 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><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL:</b> 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><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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><b>QUANTITIES:</b> 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><b>ORDERING PROCEDURE:</b> 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><b>BANKRUPTCY:</b> 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><b>PRICE ADJUSTMENT PROVISION:</b>          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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DIVISION OF HIGHWAYS  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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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DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
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 26201 **304-472-1750**

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BID OPENING DATE: <b>05/21/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 <i>[Signature]</i>.....</p> <p>NO. 2 <i>[Signature]</i>.....</p> <p>NO. 3 <i>[Signature]</i>.....</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>.....<i>[Signature]</i>.....            SIGNATURE</p> <p>.....<i>[Signature]</i>.....            COMPANY</p> <p>.....<i>6/23/08</i>.....            DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE	
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN  
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RFQ COPY  
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PROPERTY

PROPERTY

**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
REV. 11/96						
<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						

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

DATE PRINTED <b>04/10/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **05/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 &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>						

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RFQ COPY  
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VENDOR

SHIP TO

**DIVISION OF HIGHWAYS  
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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: <i>Michael Austin</i></p> <p>DATE: <i>6-23-08</i></p> <p>SIGNED: <i>John A. Boyer</i></p> <p>TITLE: <i>Pres.</i></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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VENDOR

BUYER

**DIVISION OF HIGHWAYS  
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>NOTICE</b>						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				708EC014		
BID OPENING DATE:				05/21/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----				<i>Jim Boyers</i> 366-4698		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----				<i>Jim Boyers</i>		

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

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

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.: 708EC014

Bidder's Name: MIDDLETOWN TRACTOR SALES

Address: 2345 Whitehall Blvd. Fairmont, W.V. 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 units: 120 Calendar Days After <sup>PER ADDENDUM</sup> Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: <sup>180</sup> SEE ADDENDUM Calendar Days After Receipt of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

1-10	\$ 63,946. <sup>00</sup>	per unit
11-20	\$ 64,696. <sup>00</sup>	per unit
21-30	\$ 64,946. <sup>00</sup>	per unit
31 and over	\$ 64,946. <sup>00</sup>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

JOHN DEERE 6430      2008 or LATER WITH MACHETE AZAMO 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 MANUFACTURES 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 SERVICE MAY BE PERFORMED AT ANY D.O.H.  
OR AUTHORIZED SERVICE FACILITY, HOW EVER TRAVEL TIME  
OR TRANSPORTATION IS NOT WARRANTED. MIDDLETOWN TRACTOR SALES FAIRMONT.

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

MIDDLETOWN TRACTOR SALES FAIRMONT, W.V. TRACTOR AND MOWER  
STOCKING LEVELS VARY HOW EVER 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<sup>00</sup></u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>60<sup>00</sup></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 <u>X</u> ; port to port <u>X</u>
D.	Field Mechanic Rate	\$ <u>60<sup>00</sup></u> per mechanic hour

E. Specify period of time that prices are in effect: JULY 1-2008 - 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 DEER Model: 6430

X7.1 Tractor dry weight (without ballast): 10,064 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: 4.5L POWER TECH E3

X7.7.2 PTO Horsepower: 95

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 6430

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 F2 10ply

X7.24.2 Rear Tires: 18.4RX30 R1W 142A8 8 PLY



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 5,028 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 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 3/8 inch thick double edge tempered steel and full swing 360 degrees  YES  NO
- X8.6.8 Blade bolts 1 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  
 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

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

RFQ COPY

## 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		
05/11/2008	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 ALTERNATE BID # 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	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	TELEPHONE	DATE
<i>[Signature]</i>	304-366-4690	6/23/2008
TITLE	FEIN	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

RFQ NUMBER
708EC014

PAGE
1

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

RFQ COPY

## Middletown Tractor Sales

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

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
05/27/2008	Net 30	OUR TRUCK	Buckhannon	Prepaid

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 <b>ALTERNATE BID # 1</b> 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>[Signature]</i>	TELEPHONE 304-366-4690	DATE 6/23/2008
TITLE <i>[Signature]</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 (2<sup>nd</sup> Paragraph – 2<sup>nd</sup> Sentence)  
Delivery is preferred within 90 days after receipt of purchase agreement.

TO:

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

FROM:

4.2 DELIVERY (3<sup>rd</sup> 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 (3<sup>rd</sup> 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 (2<sup>nd</sup> 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 (2<sup>nd</sup> 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 (3<sup>rd</sup> Paragraph)

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

YES  NO

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

TO:

X6.5 WARRANTY AND SERVICE POLICY (3<sup>rd</sup> 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 COPY OF MANUFACTURES WARRANTY

\_\_\_\_\_  
\_\_\_\_\_



LEAVE AS WRITTEN:

X7.1 Tractor dry weight (without ballast): 10,064 lbs.

LEAVE AS WRITTEN:

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

LEAVE AS WRITTEN:

X7.7.2 PTO Horsepower: 95

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

RFO NUMBER  
 708EC014

PAGE  
 1

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

RFO COPY

VENDOR

MIDDLETOWN TRACTOR  
 2345 WHITE HALL BLVD  
 FAIRMONT WV 26554

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 ALTERNATE BIO # 1						
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						
0001	1	EA		765-87		
				2 WHEEL DRIVE UTILITY TRACTOR		
***** THIS IS THE END OF RFO 708EC014 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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](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: Middletown TRACTOR Sales

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