



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2011				

BID OPENING DATE: **09/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		020-33	\$48,579.81	\$48,579.81
TRACTORS, GARDEN, MOTOR DRIVEN REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE DIVISION OF PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT FOR 2 WHEEL DRIVE TRACTOR PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/15/11 AT 10 AM						

RECEIVED

2011 NOV -2 AM 10:45

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carol Fisher</i>	TELEPHONE 304-372-9875	DATE 10/25/11
TITLE PRESIDENT	FEIN 55-0540441	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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	BUCKHANNON, WV 26201 304-472-1750

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09/01/2011				
BID OPENING DATE: 09/28/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AT 2019 WASHINGTON ST, EAST, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
PRESIDENT			304-372-9875			
FEIN		55-0540441			ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PRESIDENT		304-372-9875	
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
55-0540441			

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p>						

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<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: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012EC02</p> <p>BID OPENING DATE: 09/28/2011</p> <p>BID OPENING TIME: 01:30 P.M.-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-372-2713 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- CARROL GENE FISHER -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE PRESIDENT	304-372-9875	
FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE	

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 131-1-I

OPEN END CONTRACT
2 WHEEL DRIVE TRACTOR

1.0 PURPOSE

It is the purpose of these specifications to describe a 2 Wheel Drive Tractor (hereinafter referred to as a "tractor" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 180 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

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

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

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

to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

*** NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

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.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT – 2 WHEEL DRIVE TRACTOR:

- 7.1 **Tractor dry weight (without ballast, without wheel weights, without tire loading):–
10,000 lbs. minimum**
- 7.2 Wheelbase to be approximately 94 inches
- 7.3 Unit to be: 2 wheel drive
- 7.4 Tilt up hood with manufacturers approved prop system
- 7.5 Unit to be equipped with manufacturers standard vandalism package
- 7.6. All daily services to be done from ground level
- 7.7 Engine:
 - 7.7.1 Manufacturers water cooled, diesel powered engine
 - 7.7.2 **80 PTO horsepower minimum**
 - 7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer
 - 7.7.4 **Tractor front bolster and axle assembly must be designed to allow a front mounted hydraulic pump and drive kit to be installed and attached to the engine. The pulley on the front of engine must be designed to allow the pump drive kit to be attached.**

7.8 Engine Lubrication System:

7.8.1 Full pressure lubrication with oil filter and oil by pass system

7.8.2 Engine oil cooler

7.9 Engine Cooling System:

7.9.1 Pressurized cooling system with thermostat and by pass, supplied with permanent OAT (organic acid technology) type extended life antifreeze or equal rated to a -30 degrees F or lower.

7.9.2 Cooling system to be equipped with a coolant recovery tank and sight glass

7.10 Air Induction System:

7.10.1 Dry type dual element (2 stage) air cleaner with self dumping valve to be provided

7.10.2 Dash mounted air filter restriction indicator with light that is operator visible when service is required

7.11 Exhaust System:

7.11.1 Muffler with manufacturers approved vertical exhaust with rain and weather protection

7.12 Electrical System:

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

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

7.13 Charging System:

7.13.1 Charging system to be manufacturer heavy duty for model bid

7.14 Engine Fuel System:

7.14.1 Dual stage filtering to be provided

7.14.2 Unit to be provided with a fuel water separator

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

7.15 Lighting System:

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

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

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

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

7.15.5 Unit to be provided with console and dome lighting

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

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

7.15.8 **OSHA approved back up alarm shall be provided on unit.**

7.16 Unit Instrumentation:

7.16.1 Tachometer

7.16.2 Speedometer

7.16.3 Hourmeter operable from engine operation not key switch

7.16.4 Coolant temperature indicator with audible buzzer or warning light

7.16.5 Oil pressure indicator with audible buzzer or warning light

7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

7.17 Clutch:

7.17.1 **Shall be wet type, heaviest duty available**

7.18 Transmission to be of the following design and arrangement:

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 than can be shifted from forward to reverse without the use of a clutch and shifted on the go.

7.18.2 16 forward speeds

7.18.3 16 reverse speeds

7.18.4 Speed ranges to be 1.5 – 20 MPH

7.18.5 Transmission manual shift lever to be console mounted

7.19 Differential to have the following features:

7.19.1 Differential to be manufacturers heavy duty

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

7.19.3 On the go differential lock engagement and disengagement capability

7.20 Axle:

7.20.1 Front Axle:

7.20.1.1 Front axle to be manufacturers heavy duty for use with boom mounted mower

7.20.1.2 Front axle 20 degrees oscillation (approximate)

7.20.2 Rear Axle:

Rear axle to be heavy duty available

7.20.2.1 1222 lb. counterweight on left side, side step

7.20.2.2 1440 lb. minimum of tractor manufacturer wheel weights to be inserted on left rear tractor wheel

7.20.2.3 Left rear tractor tire to be loaded with a **minimum 80% full of water containing 6 lb./gallon of calcium chloride**

7.21 Planetary Final Drives:

7.21.1 In board type

7.22 Tractor Hydraulic System to be as follows:

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

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

7.22.3 Hydraulic hoses that can be coupled and uncoupled under pressure

7.23 Brakes to be as follows:

7.23.1 Recommended manufacturers emergency braking system shall be provided

7.23.2 Hydraulic actuated service brakes

7.23.3 Must be wet type disk brakes

7.23.4 Must be self or manual adjusting and equalizing

7.24 Wheels and Tires:

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

7.24.2 Rear tires 18.4 x 30 - 8 ply R1 tread

7.25 Three Point Hitch:

7.25.1 Hitch should be electro-hydraulically operated

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

7.25.3 Three point hitch to be a category 2 type

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

7.26 Cab and Related Accessories:

7.26.1 Cab shall be OSHA approved ROPS

7.26.2 Cab to be insulated and pressurized

7.26.3 Cab to be mounted by the manufacturer

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

7.26.5 Cab shall have safety glass, tinted at all locations

7.26.6 Cab to have two (2) lockable entry doors keyed alike; one (1) left and one (1) right

7.26.7 Seat to be cloth covered type protected with scotchguard (or equal) and equipped with a seat belt

7.26.8 Seat to have a height and weight adjustment and swivel left and right 20 degrees (approximate) for easier operation.

7.26.9 Seat to be equipped with adjustable arm rests

7.26.10 Cab and tractor to be provided with a type of non-skid step (or steps) and hand holds for safety purposes

7.26.11 Unit to be equipped with a tilt/telescoping steering wheel

7.26.12 Unit to be equipped with a first aid kit mounted inside of cab

7.26.13 Tool box to be provided, weather resistant, lockable, and mounted for operator convenience

7.26.14 Cab unit to have front and rear windshield wipers and washers

7.26.15 Left and right side rear view mirrors and in cab rear view mirror to be provided

7.26.16 All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided

7.26.17 Unit shall be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact.

7.27 PTO Requirements:

7.27.1 540 PTO R.P.M.

7.27.2 PTO can be engaged and disengaged on the go

7.28 Paint:

7.28.1 The tractor is to be painted manufacturers standard color.

7.29 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.

7.30 Advertising: Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number, or model number, etc. No large decals or painted advertisement is permitted.

7.31 Preventive Maintenance and Operators Orientation/Training:

7.31.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS
NO. 131-1-I

2 WHEEL DRIVE TRACTOR

NOTE TO BIDDER: Procurement Specification No. 130-2-E, 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.: 7012EC02

Bidder's Name: FAIRPLAIN TRACTOR SALES, INC.

Address: 1169 RIPLEY ROAD RIPLEY WV 25271

Telephone Number: 304-372-9875

Years Bidder has been registered to do business with the State of West Virginia: 38 YRS.

Years Company has been an authorized dealer for proposed unit: 38 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 Calendar Days After
Receipt of Purchase Agreement

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

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

NOTE: Vendor should type Bidder's Evaluation Report

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$48,579.81 per unit

X6.0 SPECIFICATIONS - GENERAL

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

NEW HOLLAND T6030 PLUS 2012

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 Buckhammon 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

SEE ADDENDUM # 3 & 4

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

SEE ADDENDUM 3 & 4

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?
_____ X _____ YES _____ NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?
_____ X _____ 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
_____ X _____ YES _____ NO

Is warranty literature attached?
_____ X _____ YES _____ NO

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

Describe:

SEE ATTACHED WARRANTY TERMS AND CONDITIONS

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)

STANDARD WARRANTY IS 2 YEAR FROM NEW HOLLAND

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

ALL WARRANTY IS TO BE PREFORMED AT NEW HOLLAND DEALERSHIP

FAIRPLAIN TRACTOR SALES, INC.

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

KINES MOTOR

KNIGHTS FARM SUPPLY

BOONE TRACTOR

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>10</u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u>10</u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u>10</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 \$ 70.00 per mechanic hourB. Travel Time Charge \$ 70.00 per mechanic hour
(Specify if one-way) 1 ; port to port 1C. Mileage Charge \$ 0 per vehicle mile
(Specify if one-way) _____ ; port to port _____D. Field Mechanic Rate \$ 70.00 per mechanic hourE. Specify period of time that prices are in effect: 1 YEARF. Surcharge for miscellaneous items: 10 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: NEW HOLLAND

Model: T6030 PLUS

X7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading): _____ lbs.

SEE ADDENDUM # 3 & 4

X7.2 Wheelbase: 104.4 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 SEE ADDENDUM #3 & 4

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: NEW HOLLAND Model: T6030 PLUS

X7.7.2 PTO Horsepower: _____ SEE ADDENDUM # 3 & 4

X7.7.3 Manufacturers standard governor with engine key shut off, wire sealed by manufacturer YES NO

X7.7.4 Is tractor front bolster and axle assembly designed to allow a front mounted hydraulic pump and drive kit to be installed and attached to the engine YES NO

Is the pulley on the front of engine designed to allow the pump drive kit to be attached 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 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: ISKRA Model: N/A

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

SEE ADDENDUM # 3 & 4

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: _____ Model: _____

SEE ADDENDUM # 3 & 4

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: C.N.H. WET MULTI-PLATE (6 PLATES)

X7.18 Transmission of the following design and arrangement:

X7.18.1 Power shift design and transmission shifted on the go without using a clutch (within the speed gears) YES NO

Left hand reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go 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 and able to engage differential lock on the go 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 12 degree oscillation

X7.20.2 Rear Axle:

Is it heavy duty, adjustable flange type YES NO

X7.20.2.1 lb. counterweight on left side, side step YES NO

X7.20.2.2 lb. of tractor manufacturer wheel weights inserted on left rear tractor wheel YES NO
SEE ADDENDUM # 3 & 4

X7.20.2.3 Left rear tractor tire loaded with % full of water containing 6 lb/gallon of calcium Chloride YES NO
SEE ADDENDUM # 3 & 4

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: 3118 PSI AND 21 GPM

X7.22.2 Tractor has two (2) 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: NEW HOLLAND

X7.23.2 Hydraulic actuated service brakes YES NO

X7.23.3 Wet type disc brakes YES NO

X7.23.4 Self or manual adjusting and equalizing YES NO

X7.24 Wheels and Tires:

X7.24.1 Front Tires: 10.00 X 16

X7.24.2 Rear Tires: 18.4 X 30

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 _____ lbs. at _____ inches behind lift point SEE ADDENDUM # 3 & 4

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 0 degrees for easier operation X YES NO
- X7.26.9 Seat equipped with adjustable arm rests X YES NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes X YES NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel X YES NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab X YES NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience X YES NO
- X7.26.14 Cab unit has front and rear windshield wipers and washers X YES NO
- X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided X YES NO
- X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided X YES NO
- X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact X YES NO

X7.27 PTO:

X7.27.1 PTO RPM: 540/100

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

X7.28 Paint:

X7.28.1 Tractor is painted manufacturers standard color X YES NO

X7.29 Does unit meet OSHA requirements? X YES NO

X7.30 Does unit meet advertising guidelines X YES NO

X7.31 Preventive Maintenance and Operators Orientation/Training: SEE ADDENDUM # 3 & 4

Describe: _____

*Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: _____

Vendor Name: _____

Questions:

1. Specifications

2. Delivery

3. Invoicing

4 Award

Other:



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES, INC.
 1169 RIPLEY ROAD
 P.O. BOX 787
 RIPLEY, WV 25271

SHIP TO

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

DATE PRINTED 09/19/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE CHANGED						
FROM: 09/28/11 @ 1:30 P.M.						
TO: 10/05/11 @ 1:30 P.M.						
NO OTHER CHANGES						
0001		EA		020-33	\$48,579.81	\$48,579.81
				TRACTORS, GARDEN, MOTOR DRIVEN		
***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:						\$48,579.81

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carol Fisher</i>	TELEPHONE 304-372-9875	DATE 10/25/11
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: 7012EC02

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..X...

NO. 2 ...X

NO. 3 X

NO. 4 X

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

Carroll H. Rustin
SIGNATURE

FAIRPLAIN TRACTOR SALES
COMPANY

10/25/11

.....
DATE

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7012EC02 Date: 09/15/2011 10:00AM

Project Description: TWO WHEEL DRIVE TRACTOR

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Equipment Tractor Sales</u>
Firm Address:	<u>1163 Ripley Rd Ripley WV 25271</u>
Representative Attending:	<u>Carpenter, B. Fisher</u>
Phone Number:	<u>304-372-9875</u>
Fax Number:	<u>304-372-2713</u>
Email Address:	<u>Tractor Sales@winco.com</u>

Firm Name:	<u>NetHes Equipment</u>
Firm Address:	<u>HC 71 Box 146 BUCK WV 25063</u>
Representative Attending:	<u>Sarah Rexroad</u>
Phone Number:	<u>304-364-2445</u>
Fax Number:	<u>304-364-8360</u>
Email Address:	<u>nethesequipment@harvestmail.net</u>

Firm Name:	<u>New Holland AgCenter</u>
Firm Address:	<u>500 Diller Ave. (MS 268) New Holland PA 17557</u>
Representative Attending:	<u>Wayne Crow</u>
Phone Number:	<u>717-255-1683</u>
Fax Number:	<u>717-255-1309</u>
Email Address:	<u>wayne.crow@newholland.com</u>

Firm Name:	<u>Henke Manufacturing</u>
Firm Address:	<u>3070 Wilson Ave Leavenworth, KS 66048</u>
Representative Attending:	<u>Pete Rufo</u>
Phone Number:	<u>913-297-7830</u>
Fax Number:	<u>913-682-0300</u>
Email Address:	<u>prufo@henkemfg.com</u>

Firm Name:	<u>New Holland Agriculture</u>
Firm Address:	<u>500 Diller Ave New Holland, PA 17557</u>
Representative Attending:	<u>Jim Rashford</u>
Phone Number:	<u>717-371-7382</u>
Fax Number:	<u></u>
Email Address:	<u>Jim.Rashford@newholland.com</u>

Firm Name:	<u>Angie Morrey</u>
Firm Address:	<u>D OH</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7012EC02 Date: 09/15/2011 10:00AM

Project Description: TWO WHEEL DRIVE TRACTOR

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WVDH</u>
Firm Address:	
Representative Attending:	<u>Kevin Kelly</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Middleton Tractor Sales</u>
Firm Address:	<u>2050 Boyers Dr. Fairmont, W. 26554</u>
Representative Attending:	<u>Phillip A. Corliss</u>
Phone Number:	<u>304-866-4690 (Ext. 242)</u>
Fax Number:	<u>304-866-4698</u>
Email Address:	<u>phil@mddletontractor.com</u>

Firm Name:	<u>WVDH</u>
Firm Address:	
Representative Attending:	<u>Ron Hall</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Middleton Tractor Sales</u>
Firm Address:	<u>2050 Boyers Dr. Fairmont, W.V.</u>
Representative Attending:	<u>Jim Boyers</u>
Phone Number:	<u>366-4696 x 223</u>
Fax Number:	<u>304-366-4698</u>
Email Address:	<u>Jim @ Middleton Tractor Sales</u>

Firm Name:	<u>WEST VIRGINIA TRACTOR</u>
Firm Address:	<u>P.O. Box 473 Charlesston, W 25322</u>
Representative Attending:	<u>GARY CORBY</u>
Phone Number:	<u>304-346-5301</u>
Fax Number:	<u>304-346-5305</u>
Email Address:	<u>gary@westvirginia.com</u>

Firm Name:	<u>WALKER MACNEEY Co.</u>
Firm Address:	<u>P.O. Box 2427 Charlesston, W.V. 25329</u>
Representative Attending:	<u>MATT CONNER</u>
Phone Number:	<u>(304) 759-6400</u>
Fax Number:	<u>(304) 759-6404</u>
Email Address:	<u>mconner@walker-cast.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7012EC02

Date: 09/15/2011 10:00AM

Project Description: TWO WHEEL DRIVE TRACTOR

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Charmichael Equipment</u>
Firm Address:	<u>6772 Memphis Creek Rd Huntington WVA 25702</u>
Representative Attending:	<u>DAVID MILLS</u>
Phone Number:	<u>304 736 2130</u>
Fax Number:	<u>304 302 2304</u>
Email Address:	<u>DAM-CAN-EQ.COM</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>MARCIA LEE</u>
Firm Address:	
Representative Attending:	<u>[Signature]</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES, INC.
 1169 RIPLEY ROAD
 P.O. BOX 787
 RIPLEY, WV 25271

SHIP TO

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

DATE PRINTED 09/29/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE CHANGED						
FROM: 10/05/11 @1:30 P.M.						
TO: 10/12/11 @1:30 P.M.						
NO OTHER CHANGES						
0001		EA		020-33	\$48,579.81	\$48,579.81
				TRACTORS, GARDEN, MOTOR DRIVEN		
***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:						\$48,579.81

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll J Fisher</i>	TELEPHONE 304-372-9875	DATE 10/25/11
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES, INC.
 1169 RIPLEY ROAD
 P.O. BOX 787
 RIPLEY, WV 25271

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/09/2011				

BID OPENING DATE: **11/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				BID OPENING DATE CHANGED		
				FROM: 10/12/11 @ 1:30 P.M.		
				TO: 11/08/11 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		020-33	\$48,579.81	\$48,579.81
				TRACTORS, GARDEN, MOTOR DRIVEN		
				***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:		\$48,579.81

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll G Fisher</i>	TELEPHONE 304-372-9875	DATE 10/25/11
TITLE PRESIDENT	FEIN 55-0540441	ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO SPECIFICATIONS:

FROM:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

TO:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals. On-line manuals are acceptable.

FROM:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

TO:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot. On line manuals are acceptable.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

FROM:

7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading): - 10,000 lbs. minimum

TO:

7.1 Tire manufacturers published (without ballast, without wheel weight, without tire loading): - 10,000 lbs. minimum

FROM:

7.5 Unit to be equipped with manufacturers standard vandalism package

TO:

7.5 Unit shall have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors

FROM:

7.7.2 80 PTO horsepower minimum

TO:

7.7.2 95 PTO horsepower minimum

DELETE:

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

FROM:

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

TO:

7.15.7 Class 1 LED amber beacon; mounted in front center of cab roof with brushguard

DELETE:

7.20.2.1 1222 Lb. counterweight on left side, side step

FROM:

7.20.2.2 1440 Lb. minimum of tractor manufacturer wheel weights to be inserted on left rear tractor wheel

TO:

7.20.2.2 1440 Lb. minimum of wheel weights to be inserted on left rear tractor wheel

FROM:

7.20.2.3 Left rear tractor tire to be loaded with a minimum 80% full of water containing 6 lb/gallon of calcium chloride

TO:

7.20.2.3 Left rear tractor tire to be loaded with a minimum 80% full of water containing a minimum of 6 lb/gallon of a non-corrosive/biodegradable tire ballast; Rim Guard or equal

FROM:

7.24.2 Rear tires 18.4 x 30 – 8 ply R1 tread

TO:

7.24.2 Rear tires 18.4 x 30 R1W

FROM:

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

TO:

7.25.4 Hitch lift capacity of 4450 lbs minimum at 24 inches behind lift point

DELETE:**7.31 Preventive Maintenance and Operators Orientation/Training:**

7.31.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

PREBID ADDENDUM
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

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

TO:

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 manuals be hard copies CD Rom or on line

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

FROM:

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

TO:

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

Will the manuals be hard copies CD Rom or on line

FROM:

X7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading):-
_____ lbs

TO:

X7.1 Tractor manufacturers published (without ballast, without wheel weights, without tire loading): - 10,890 lbs. minimum

FROM:

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

TO:

X7.5 Does unit have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors YES NO

NO CHANGE REQUIRED:

X7.7.2 PTO Horsepower: 95

DELETE:

X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear
 YES NO

FROM:

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: _____ Model: _____

TO:

X7.15.7 Is there a Class 1 LED amber beacon; mounted in front center of cab roof with Brushguard X YES NO

DELETE:

X7.20.2.1 lb. counterweight on left side, side step YES NO

FROM:

X7.20.2.2 Lb. of tractor manufacturer wheel weights inserted on left rear tractor wheel YES NO

TO:

X7.20.2.2 1600 Lb. of wheel weights inserted on left rear tractor wheel X YES NO

FROM:

X7.20.2.3 Left rear tractor tire loaded with % full of water containing 6 lb/gallon of calcium chloride YES NO

TO:

X7.20.2.3 Left rear tractor loaded with 80 % full of water containing 6 lb/gallon of a non-corrosive//biodegradable tire ballast X YES NO

Manufacturer/Model: RIM GARD

NO CHANGE REQUIRED:

X7.24.2 Rear Tires: _____

FROM:

X7.25.4 Hitch lift capacity __ lbs. at __ inches behind lift point

TO:

X7.25.4 Hitch lift capacity 9620 lbs. at 24 inches behind lift point

~~DELETE:~~

X7.31.1 Preventive Maintenance and Operators Orientation/Training:
Describe: _____



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

*709043435 304-372-9875
 FAIRPLAIN TRACTOR SALES INC
 PO BOX 787
 RIPLEY WV 25271

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/11/2011				

BID OPENING DATE: 11/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED						
BID OPENING DATE AND TIME REMAINS 11/08/11 @ 1:30 P.M.						
NO OTHER CHANGES						
0001		EA		020-33	\$48,579.81	\$48,579.81
				TRACTORS, GARDEN, MOTOR DRIVEN		
***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:						\$48,579.81

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>Carroll Fisher</i>	TELEPHONE 304-372-9875	DATE 10/25/11
TITLE PRESIDENT	FEIN 55-0540441	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PREBID ADDENDUM #4
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO SPECIFICATIONS:

FROM:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

TO:

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals. On-line manuals are acceptable.

FROM:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

TO:

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot. On line manuals are acceptable.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

FROM:

7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading): - 10,000 lbs. minimum

TO:

7.1 Tractor manufacturers published (without ballast, without wheel weight, without tire loading): - 10,000 lbs. minimum

FROM:

7.5 Unit to be equipped with manufacturers standard vandalism package

TO:

7.5 Unit shall have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors

FROM:

7.7.2 80 PTO horsepower minimum

TO:

7.7.2 95 PTO horsepower minimum

DELETE:

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

FROM:

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

TO:

7.15.7 Class 1 LED amber beacon; mounted in front center of cab roof with brushguard

DELETE:

7.20.2.1 1222 Lb. counterweight on left side, side step

FROM:

7.20.2.2 1440 Lb. minimum of tractor manufacturer wheel weights to be inserted on left rear tractor wheel

TO:

7.20.2.2 1440 Lb. minimum of wheel weights to be inserted on left rear tractor wheel

FROM:

7.20.2.3 Left rear tractor tire to be loaded with a **minimum 80% full of water containing 6 lb/gallon of calcium chloride**

TO:

7.20.2.3 Left rear tractor tire to be loaded with a **minimum 80% full of water containing a minimum of 6 lb/gallon of a non-corrosive/biodegradable tire ballast; Rim Guard or equal**

FROM:

7.24.2 Rear tires 18.4 x 30 – 8 ply R1 tread

TO:

7.24.2 Rear tires 18.4 x 30 R1W

FROM:

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

TO:

7.25.4 **Hitch lift capacity of 4450 lbs minimum at 24 inches behind lift point**

DELETE:**7.31 Preventive Maintenance and Operators Orientation/Training:**

7.31.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

PREBID ADDENDUM #4
7012EC02

2 WHEEL DRIVE TRACTORS

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

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

TO:

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 manuals be hard copies CD Rom or on line

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

YES NO

FROM:

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

TO:

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

Will the manuals be hard copies CD Rom or on line

FROM:

X7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading):-
_____ lbs

TO:

X7.1 Tractor manufacturers published (without ballast, without wheel weights, without tire loading): - 10,890 lbs. minimum

FROM:

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

TO:

X7.5 Does unit have manufacturers standard vandalism package which shall include but not be limited to: locking fuel and hydraulic caps, tool box and side doors
 YES NO

NO CHANGE REQUIRED:

X7.7.2 PTO Horsepower: 95

DELETE:

X7.15.4 Four (4) roof mounted flashing warning lights; two (2) front and two (2) rear
 YES NO

FROM:

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: _____ **Model:** _____

TO:

X7.15.7 Is there a Class 1 LED amber beacon; mounted in front center of cab roof with Brushguard **X YES NO**

DELETE:

X7.20.2.1 lb. counterweight on left side, side step **_YES_NO**

FROM:

X7.20.2.2 Lb. of tractor manufacturer wheel weights inserted on left rear tractor wheel **_YES_NO**

TO:

X7.20.2.2 1600 Lb. of wheel weights inserted on left rear tractor wheel **X YES NO**

FROM:

X7.20.2.3 Left rear tractor tire loaded with % full of water containing 6 lb/gallon of calcium chloride **_YES_NO**

TO:

X7.20.2.3 Left rear tractor loaded with 80 % full of water containing 6 lb/gallon of a non-corrosive//biodegradeable tire ballast **X YES NO**

Manufacturer/Model: RIM GARD

NO CHANGE REQUIRED:

X7.24.2 Rear Tires: _____

FROM:

X7.25.4 Hitch lift capacity ___ lbs. at ___ inches behind lift point

TO:

X7.25.4 Hitch lift capacity 9620 lbs. at 24 inches behind lift point

DELETE:

X7.31.1 Preventive Maintenance and Operators Orientation/Training:
Describe: _____



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
7012EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS
304-558-0468

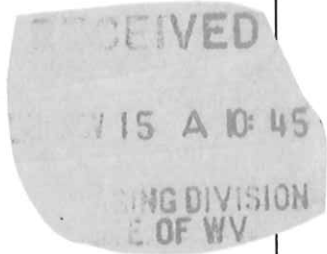
VENDOR
 *709043435 304-372-9875
FAIRPLAIN TRACTOR SALES INC
PO BOX 787
RIPLEY WV 25271

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

DATE PRINTED 11/07/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/16/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT	
			ADDENDUM NO. 5				
			BID OPENING DATE CHANGED				
			FROM: 11/08/11 @ 1:30 P.M.				
			TO: 11/16/11 @ 1:30 P.M.				
			NO OTHER CHANGES				
0001		EA		020-33	\$48,519.81	\$48,519.81	
			TRACTORS, GARDEN, MOTOR DRIVEN				
			***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:				\$48,519.81



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Carroll J. Fisher</i>	TELEPHONE 304-372-9875	DATE 11/11/11	
TITLE president	FEIN 55-0540441	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 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,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: FAIRPLAIN TRACTOR SALES, INC.

Signed: Carroll J. Fisher

Date: 10/25/11

Title: PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 7012EC02

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: FAIRPLAIN TRACTOR SALES, INC.

Authorized Signature: *Carroll J Fisher* Date: 10/25/2011

State of West Virginia

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 25 day of October 2011

My Commission expires September 26, 202021

AFFIX SEAL HERE

NOTARY PUBLIC *Terrri Lee Hackney*

