



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

*709043751 304-366-4690
 MIDDLETOWN TRACTOR SALES
 2050 BOYERS DR

 FAIRMONT WV 26554

SHIP TO

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

DATE PRINTED 09/01/2011	TERMS OF SALE Net 30 Days	SHIP VIA Our truck	F.O.B. Destination	FREIGHT TERMS Pre-Paid
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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	\$47,562.30	\$47,562.30
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

NOV -8 A 10:25

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-366-4690	DATE 01 November 2011
TITLE Sales Consultant	FEIN 55-054-7175	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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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 <i>Phillip A. Caputo</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR	*709043751 304-366-4690
	MIDDLETOWN TRACTOR SALES 2050 BOYERS DR
	FAIRMONT WV 26554

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

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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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SIGNATURE	TELEPHONE	DATE
<i>Phillip A. Catlett</i>		
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS
NO. 131-1-1

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: Middletown Tractor Sales

Address: 2050 Boyers Drive, Fairmont, WV 26554

Telephone Number: 304-366-4690 (Ext. 242)

Years Bidder has been registered to do business with the State of West Virginia: 39 YRS.

Years Company has been an authorized dealer for proposed unit: 39 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:

\$47,562.30 per unit

X6.0 SPECIFICATIONS - GENERAL

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

John Deere 6430 Production 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 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

See Addendum:

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? See Addendum
 YES NO

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?
 YES NO

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

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

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached?
 YES NO

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

Describe:

As required in bid specifications: Please refer to
 attachment of Warranty literature

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

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

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

2-year warranty with specifics detailed in attached Warranty Literature.

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

Warranty service may be performed at any DOH or authorized John Deere service facility. Travel time or transportation cost are not covered by warranty.

Middletown Tractor Sales in Fairmont, Bridgeport Equipment in Pennsboro or

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

Middletown Tractor Sales in Fairmont: ... Stocking levels vary with most parts having over-nite availability. o

Bridgeport Tractor, Pennsboro, WV

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

- A. Terms: Net 30 Manufacturer's published list price less: 5 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % 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 \$ 65.00 per mechanic hour

B. Travel Time Charge \$ 70.00 per mechanic hour
(Specify if one-way) x ; port to port x

C. Mileage Charge \$ Incl. per vehicle mile
(Specify if one-way) x ; port to port x

D. Field Mechanic Rate \$ 65.00 per mechanic hour

E. Specify period of time that prices are in effect: 12 Months from date of original Purchase Order

F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

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

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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: John Deere Model: 6430

X7.1 Tractor dry weight (without ballast, without wheel weights, without tire loading): 10064 lbs.

X7.2 Wheelbase: 94.5 inches

X7.3 Is unit 2 wheel drive YES NO

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

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

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

Refer to Addendums

X7.7 Engine:

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

Manufacturer: John deere Model: 4.5L PowerTech E (2-Valve)

X7.7.2 PTO Horsepower: 99

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: Bosch Model: 24519

X7.14 Engine Fuel System:

X7.14.1 Is dual stage filtering provided YES NO

X7.14.2 Is unit provided with a fuel water separator YES NO

X7.14.3 If fuel tank is exposed, is manufacturers skid plate provided YES NO

Is it manufactured in a manner that shall give the fuel tank maximum protection
 YES NO

X7.15 Lighting System:

X7.15.1 Two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch YES NO

X7.15.2 Four (4) roof mounted work lights: two (2) front and two (2) rear
 YES NO

X7.15.3 Fenders mounted rear tail lights and turn signals shock mounted
 YES NO

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

X7.15.5 Unit provided with console and dome lighting YES NO

X7.15.6 Unit has seven (7) terminal out socket to provide lighting for towed equipment
 YES NO

X7.15.7 Low profile high intensity dual flash strobe light mounted in front center of cab roof with brush guard YES NO

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

Manufacturer: _____ Model: _____

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

X7.16 Unit Instrumentation:

X7.16.1 Tachometer YES NO

X7.16.2 Speedometer YES NO

X7.16.3 Hourmeter operable from engine operation not key switch YES NO

X7.16.4 Coolant temperature indicator with audible buzzer or warning light YES NO

X7.16.5 Oil pressure indicator with audible buzzer or warning light YES NO

X7.16.6 Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded YES NO

X7.17 Clutch:

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

Manufacturer and Model: John Deere PermaClutch 2

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 20 degree oscillation

X7.20.2 Rear Axle:
Is it heavy duty, adjustable flange type YES NO

X7.20.2.1 See Addendum b. counterweight on left side, side step YES NO

X7.20.2.2 1,440 lb. of tractor manufacturer wheel weights inserted on left rear tractor wheel YES NO

X7.20.2.3 Left rear tractor tire loaded with 80 % full of water containing 6 lb/gallon of calcium Chloride YES NO

X7.21 Planetary Final Drives:

X7.21.1 In board type YES NO

X7.22 Tractor Hydraulic System:

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

Pressure and flow: Pressure ranges from 435psi @ Stand-by to 2,900psi @ rated RPM & 21.1GPM

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

See Addendum

X7.23 Brakes:

X7.23.1 Recommended manufacturers emergency braking system provided YES NO

Manufacturer and Model: John Deere

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: 10:00-16 F2 6-PLY

X7.24.2 Rear Tires: 18.4X30 R1W (See Addendum)

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 4450 lbs. at 24 inches behind lift point See Addendum

X7.26 Cab and Related Accessories:

X7.26.1 Cab has OSHA approved ROPS YES NO

X7.26.2 Cab is insulated and pressurized YES NO

X7.26.3 Cab mounted by the manufacturer YES NO

X7.26.4 Cab unit equipped with heater, defroster, and air conditioning installed by manufacturer YES NO

X7.26.5 Cab has safety glass, tinted at all locations YES NO

X7.26.6 Cab has two (2) lockable entry doors keyed alike: one (1) left and one (1) right YES NO

X7.26.7 Seat is cloth covered type protected with scotchguard (or equal) and equipped with a seat belt YES NO

- X7.26.8 Seat has a height and weight adjustment and swivel left and right 15 degrees for easier operation YES NO
- X7.26.9 Seat equipped with adjustable arm rests YES NO
- X7.26.10 Cab and tractor provided with a type of non-skid step (or steps) and hand holds for safety purposes YES NO
- X7.26.11 Unit equipped with a tilt/telescoping steering wheel YES NO
- X7.26.12 Unit equipped with a first aid kit mounted inside of cab YES NO
- X7.26.13 Tool box provided, weather resistant, lockable, and mounted for operator convenience YES NO
- X7.26.14 Cab unit has front and rear windshield wipers and washers YES NO
- X7.26.15 Left and right side rear view mirrors and in cab rear view mirror provided YES NO
- X7.26.16 All features that are considered manufacturers standard equipment that are not specifically addressed are provided** YES NO
- X7.26.17 Unit will be delivered to WVDOH with all manufacturers recommended safety related decals and safety features intact** YES NO
- X7.27 PTO:
- X7.27.1 PTO RPM: 540
- X7.27.2 PTO can be engaged and disengaged on-the-go YES NO
- X7.28 Paint:
- X7.28.1 Tractor is painted manufacturers standard color YES NO
- X7.29 Does unit meet OSHA requirements?** YES NO
- X7.30 Does unit meet advertising guidelines** YES NO
- X7.31 Preventive Maintenance and Operators Orientation/Training:**

Describe: Refer to attached Training schedule
 CANCELLED See Addendum



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	*709043751 304-366-4690
	MIDDLETOWN TRACTOR SALES 2050 BOYERS DR
	FAIRMONT WV 26554

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 Net 30 Days	SHIP VIA Our truck	F.O.B. Destination	FREIGHT TERMS Pre-Paid
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 TRACTORS, GARDEN, MOTOR DRIVEN	\$47,562.30	\$47,562.30
***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:						\$47,562.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 304-366-4690	DATE 01 November 2011
TITLE Sales Consultant	FEIN 55-054-7175	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: ...7012.EC02

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. 2X

NO. 3X

NO. 4X

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.


.....
SIGNATURE

Middletown Tractor Sales
.....
COMPANY

01 November 2011 s
.....
DATE



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	*709043751 304-366-4690
	MIDDLETOWN TRACTOR SALES
	2050 BOYERS DR
	FAIRMONT WV 26554

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
09/29/2011	Net 30 Days	Our truck	Destination	Pre-Paid
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	\$47,562.30	\$47,562.30
				TRACTORS, GARDEN, MOTOR DRIVEN		
				***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:		\$47,562.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-366-4690	01 November 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Consultant	55-054-7175	

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



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

Request for Quotation

RFQ NUMBER
7012EC02

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Middletown TRactor Sales
 2050 Boyers dRive
 Fiarмонт, WV 26554

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	Net 30 Days	Our Truck	Destination	Pre-Paid

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 TRACTORS, GARDEN, MOTOR DRIVEN	\$47,562.30	\$47,562.30
				***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:		\$47,562.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-366-4690	01 November 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Consultant	55-054-7175	

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
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.

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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): - 10064 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: 99

DELETE:

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

NO CHANGE REQUIRED:

X7.24.2 Rear Tires: 18.4X30R1W Tires

FROM:

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

TO:

X7.25.4 Hitch lift capacity 4450 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

*709043751 304-366-4690
 MIDDLETOWN TRACTOR SALES
 2050 BOYERS DR
 FAIRMONT WV 26554

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	Net 30 Days	Our Truck	Destination	Pre-Paid

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	\$47,572.30	\$47,562.30
				TRACTORS, GARDEN, MOTOR DRIVEN		
				***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:		\$47,562.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-366-4690	01 November 2011
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Consultant	55-054-7175	

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

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.

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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 choride**

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): - 10064 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: 99

DELETE:

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

NO CHANGE REQUIRED:

X7.24.2 Rear Tires: 18.4X30R1W Tires

FROM:

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

TO:

X7.25.4 Hitch lift capacity 4450 lbs. at 24 inches behind lift point

DELETE:

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



MIDDLETOWN TRACTOR SALES

2050 BOYERS DR.
FAIRMONT, WV 26554

304-366-4690 (EXT 42)
304-366-4698 (FAX)

www.middletowntractor.com

"Make your main factor Middletown Tractor"

08 November 2011

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, WV 25305-0130
REF: RFQ# 7012EC02
PER: Bid Opening Date (Change)
ATTN: Paul Reynolds

Paul;

With reference to the above mentioned RFQ, please insert this addendum into our bid package as I have forwarded it to you via UPS/NDA/AM Delivery as of 07 November 2011.

Please also denote the receipt of said addendum #5.

Respectfully yours;

Phillip A. Cottrille
PHIL@MIDDLETOWNTRACTOR.COM
304-483-6770 (CELL)

SERVING MY CUSTOMERS SINCE 1972

RECEIVED
NOV 15 A 10:28
PURCHASING DIVISION
STATE OF WV



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

MIDDLETOWN

*709043751 304-366-4690
MIDDLETOWN TRACTOR SALES
2050 BOYERS DR

FAIRMONT WV 26554

BUCKHANNON

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/07/2011	Net 30 Days	Our truck	Destination	Pre-Paid
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	\$47,562.30	\$47,562.30
				TRACTORS, GARDEN, MOTOR DRIVEN		
***** THIS IS THE END OF RFQ 7012EC02 ***** TOTAL:						\$47,562.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Philip A. Smith</i>	TELEPHONE 304-366-4690	DATE 08 November 2011
TITLE Sales Consultant	FEIN 55-54-7175	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

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

Engine Items Not Covered during months 13 through 24 - Oil filler tube, engine filters and filter gaskets, air cleaners and associated parts, engine mounts and supports, all pulleys and belts, starter, alternator, linkage and cables, radiator, and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, cold weather starting aids, fan and fan drives.

* Warranty Term for all tractors used in Earthmoving applications (other than those designated as "Scraper" tractors and ordered from the factory as such) is 90 Days.

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

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

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

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

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

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

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

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

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

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

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

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

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



Home | Products | FAQs | Testimonials | Documentation | For Dealers | Contact

Liquid Tire Ballast

Non-corrosive and biodegradable - Eliminates rim rust damage



Introducing the Rim Guard Advantage

Since the invention of rubber agricultural tractor tires, farmers have been adding ballast to their tractors to maximize their pulling power and to optimize balance and stability. That ballast comes in two forms: iron weights and liquid-filled tires.

Liquid ballast comes in many forms. Most types of liquid ballast have some limitation. They freeze. They're no heavier than water. They're toxic, corrosive or very expensive.

Rim Guard™ was developed and patented in 1998 as a liquid tire ballast that overcame all of the shortcomings of other liquid tire ballasts.

- . Rim Guard™ is nearly 30% heavier than water.
- . Rim Guard™ is non-corrosive.
- . Rim Guard™ is non-toxic and biodegradable.
- . Rim Guard™ is freeze-resistant down to -35°F.
- . Rim Guard™ is cost effective because inner tubes are not needed and tires are easier to repair.

As you explore our Web site and learn more about Rim Guard™, we think you'll agree that it is *by far* the most cost-effective and environmentally friendly ballast alternative available.

We suggest that you begin your exploration on our [Products page](#).

Or read the [news release](#) concerning Rim Guard™.

What our customers say...

Of course we think Rim Guard™ is a great product – but we're not alone. Everyone who uses it, from dealers to end-users, finds something to love about this amazing product. Find out what others are saying [here](#).

Did you know? Rim Guard™ is formulated from a byproduct of sugar beet processing so it comes from the American farm and goes back to the American farm.

Need to find a dealer in your area? Give us a call at 866-792-3700 and we'll locate a dealer near you.

Want to become a dealer? You'll find dealer information [here](#).

RimGuard, Inc. • 1575 Gezon Parkway SW, Suite E • Wyoming, MI 49509 • Toll free 866-792-3700 • info@rimguard.biz

02 November 2011

“Exceptions to Specifications”

Middletown Tractor Sales

The following are deviations from non-mandatory specifications for RFQ# 7012EC02

X7.26.8 It specifies “APPROXIMATELY” 20 degree Left/Right seat angle.

The John Deere “Deluxe Air Ride” seat provides the operator a 15 degree Left/Right angle.

NOTE: John Deere’s seat also provides infinite ride control by virtue of adjustable air ride for greater operator comfort and convenience as well as having adjustable arm rests allowing customization for various size operators. The seat also provides a 3” cushion, adjustable back-rest, lumbar support, horizontal suspension and fore/aft distance adjustment.

PLEASE NOTE: All mandatory specifications are met.

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: Middletown TRactor Sales Signed: 
Date: 01 November 2011 Title: Sales Consultant

*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: Middletown Tractor Sales

Authorized Signature: *Phillip A. Crotto* Date: 01 November 2011

State of WV

County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 1 day of November 2011

My Commission expires 09-30- 20 19

AFFIX SEAL HERE

NOTARY PUBLIC *Beatrice K Stevens*

