



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
DJS010341

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

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

DIVISION OF JUVENILE SERVICES
KENNETH HONEY RUBENSTEIN
JUVENILE CENTER
141 FORESTRY CAMP ROAD
DAVIS, WV
26260 **304-259-2220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/22/2011				

BID OPENING DATE: **07/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		760-50	\$40,690.05	\$40,690.05
<p>TRACTOR WITH LOADER, SNOW BLOWER AND HEATED CAB</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, RUBENSTEIN CENTER IN DAVIS, WV, IS SOLICITING BIDS TO PROVIDE A JOHN DEERE TRACTOR, MODEL NO. 4120, OR EQUAL WITH A HEATED CAB, SNOW BLOWER AND LOADER ATTACHMENTS PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 07/08/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Phillip A. Cottrell</i>	TELEPHONE 304-366-4690	DATE 3 July 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 LABELLED VENDOR



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>E-MAIL: TARA.L.LYLE@WV.GOV</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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</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 FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID		
				BUYER:-----TL/32-----		
				RFQ. NO.:-----DJS010341-----		
				BID OPENING DATE:-----07/21/2011-----		
				BID OPENING TIME:-----1:30 PM-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-366-4698-----		
				CONTACT PERSON (PLEASE PRINT CLEARLY): -----Phillip A. Cottrille-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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DJS010341

The West Virginia Division of Juvenile Services is soliciting bids for a tractor and attachments to be used at the Rubenstein Center in Davis, WV.

Specifications

TRACTOR (JOHN DEERE 4120 OR EQUAL)

ENGINE

- | | |
|---|---|
| • Engine 43.0 (31.6) per ISO 97/68/EC | Must be Diesel |
| • PTO HP (kW) gear transmission: | 37.0 (27.6) per SAE |
| • PTO HP (kW) hydrostatic transmission: | 35.0 (26.1) per SAE |
| • Rated engine speed, rpm: | 2400 |
| • Operating range: | 950-2600 |
| • Aspiration: | Turbo |
| • Cylinders/displacement, cu. In (liters): | 4/ 148.9 (2.44) |
| • Cylinder liners: | Cast in block |
| • Bore and Stroke, mm (In.): | 86 x 105 (3.39 x 4.13) |
| • Compression ratio: | 20:1 |
| • Lubrication: | Pressurized |
| • Cooling system: | water pump |
| • Air cleaner: | dry type w/safety element and air restriction |
| • indicator | |
| • Engine shutoff: | Key switch |
| • Engine torque @ rated speed, ft./lb. (N/m): | 95.0 (128.8) |
| • Fuel tank cap., US Gal. (L) (Open;Cab): | Open-14.5 (54.9) |
| • Must have engine block heater | |
| • Must have Rear Work Light | |
| • Turf Tires | |
| • Do not need rear ballast | |
| • Do not need Hood guard | |

ELECTRICAL

- | | |
|----------------------|---------|
| Type : | 12 volt |
| • Battery size (CCA) | 770 |

FUEL SYSTEM

Type	Direct injection
<ul style="list-style-type: none"> • Injection pump type 	In-line electric shutoff
<ul style="list-style-type: none"> • U.S. gal./hr (L/hr) @ 100% load 	2.46 (9.3)

TRANSMISSION

<ul style="list-style-type: none"> • Std. transmission; forward/reverse 	PowerReverser; 12F/12R
<ul style="list-style-type: none"> • Opt. Transmission; forward/reverse 	eHydro – 3 range
<ul style="list-style-type: none"> • Left-hand reverser 	Yes
<ul style="list-style-type: none"> • On-the-go shifting 	Yes
<ul style="list-style-type: none"> • Direction reverser 	Yes
<ul style="list-style-type: none"> • Final-drive 	Planetary
<ul style="list-style-type: none"> • Brakes 	Wet disk
<ul style="list-style-type: none"> • Steering 	Power steering
<ul style="list-style-type: none"> • Clutch; wet/dry 	two wet multi-disk
<ul style="list-style-type: none"> • Clutch disk diameter, in. (mm) wet clutch 	5.1 (130)
<ul style="list-style-type: none"> • Drawbar tongue weight capacity, lb. (kg) 	1102 (500)
<ul style="list-style-type: none"> • Axle capacity (in operation) 	
Front, lb. (kg)	3527 (1600) or total combined front tire capacity, whichever is less
Rear, lb. (kg)	5292 (2400)

HYDRAULICS

Type	Open Center
<ul style="list-style-type: none"> • Pump rated output, gpm (L/min.) 	17.1 (64.6)
Steering	5.1 (19.3)
Implement	12 (45.3)
<ul style="list-style-type: none"> • Pump type 	dual gear
<ul style="list-style-type: none"> • Maximum operating pressure (PSI) 	2500
<ul style="list-style-type: none"> • Draft control type 	position control
<ul style="list-style-type: none"> • Remote controls valves available 	5

3-POINT HITCH

Type	Category 1
<ul style="list-style-type: none"> • Lift capacity (24-in. behind link arms) 	2500 (1134)
<ul style="list-style-type: none"> • Lift capacity @ lift link ends, lb (kg) 	3130 (1419)

POWER TAKE-OFF (PTO)

<ul style="list-style-type: none"> • Standard 	rear @ 540 RPM
<ul style="list-style-type: none"> • Optional 	mid @ 2100 RPM
<ul style="list-style-type: none"> • Control 	independent

- Clutch multi-disk, wet
- Brake (for mid and rear PTO) multi-disk, wet

FLUID CAPACITIES

- Fuel tank, gal (l) 14.9 (54.9)
- Cooling system 6.4 (6.2)
- Crankcase with filter, qt 8 (7.5)
- Transmission & hydraulic system, gal. (l) gear 10.3 (38.9)
- Transmission & hydraulic system, gal. (l) hydrostatic 9.6 (36.1)
- Front axle gearcase (MFWD axle). Gal (l) 1.3 (5)

FINAL DRIVE

- | | |
|---|-----------|
| Type | Planetary |
| • Engage on-the-go rear differential lock | Yes |

OPERATOR STATION

- | | |
|--|-----------------------------|
| • Rollover Protective Structure
Rigid, foldable, telescopic | OSHA, SAE, ASAE
foldable |
| • Platform-flat/straddle | flat |
| • Gear shift location | Left hand side |

Must have Curtis Hard Side Cab or Equal with Mega burner tuck away heater .

- Curtis Model for Cab 1JD4120AS, or equal
- Full enclosure with pin hinged doors for easy removal
- Hard canopy top with acoustical headliner
- Sliding windows
- Key locking handles
- 12 volt heavy duty electric wiper
- Model for Mega burner heater 9PHWH205

SPECIFICATIONS FOR 400X LOADER, or equal

400X LOADER, JOHN DEERE OR EQUAL

- 73 in. materials bucket
- Bucket weight 238 (108)
- Lift capacity at full height, lb. (kg)
Measured at pivot (U) 2368 (1074)
Measured at 500 mm ahead of pivot (V) 1742 (790)
- Lift capacity at 59 in (1500 mm), lb (kg)

Measured at pivot (W)	2734 (1240)
Measured at 500 mm ahead of pivot (X)	2181 (981)
• Boom breakout force, lbf (kgf)	
Measured at pivot (Y)	3506 (1590.3)
Measured at 500 mm ahead of pivot (Z)	2641 (1198)
• Bucket rollback force capacity, lbf (kgf)	
At maximum height (VV)	1992 (904)
At 59-in (1500-mm) lift height (XX)	3262 (1480)
At ground level line (ZZ)	3273 (1485)

DIMENSIONS

• Maximum lift height, in (mm) (A)	112.8 (2864)
• Clearance	
At full height-bucket level, in. (mm) (B)	104.8 (2660)
At full height bucket dumped, in. (mm) (C)	89.2 (2267)
• Overall length (I+F), ft. (m)	11.316 (3,449)
• Overall height in carry position (J), ft. (m)	4.98 (1,518)
• Digging depth, in. (mm), (H)	6.6 (167)
• Reach	
At max. height, in. (mm), (D)	24.7 (628)
At ground level/bucket level, in. (mm), (F)	64.3 (1634)
• Bucket angle	
Dump angle, degrees (E)	46
• Rollback angle, degrees (G)	31
• Dump angle, ground	

SPECIFICATIONS FOR LOADER MOUNT SNOWBLOWER

FRONTIER SB2176 OR EQUAL

76 IN HYDRAULIC, 400 SERIES CARRIER LOADER MOUNT SNOWBLOWER WITH HYDRAULIC CHUTE ROTATION AND HP2134 HYDRAULIC POWER UN IT-U.S. SB2176 HYDRAULIC CHUTE DEFLECTION, or equal

• Working width	76 in. (1.9 m)
• Working height	27 in. (0.7 m)
• Auger diameter	15 in. (0.4 m)
• Impeller diameter	24 in. (0.6 m)
• Impeller Width	8.5 in. (0.2 m)
• Number of impeller blades	4

• Impeller RPM	580 RPM (9.7 Hz)
• Auger RPM	185 RPM (3.1 Hz)
• Skid Shoe	Adjustable
• Skid shoe (material)	Steel
• End Plate Thickness	3/16 in. (0.5 mm)
• Fan blade thickness	¼ in. (6.4 mm)
• Chute diameter	12 in. (0.3 m)
• Chute type	Two part
• Parking stand	Standard
• Loader attachment carrier	Current 400 series
• PTO HP rating (min.)	35 HP minimum
• Snowblower weight (lbs.)	760 lbs. (with loader hitch)
• Chute Rotation	Standard hydraulic
• Hydraulic hoses and tips	Standards

Warranty: There will be a standard 2- year warranty on all parts and or labor for the tractor. Standard 1 year warranty will apply to snow blower and the loader. Vendor must supply all user guides and manuals.

Award: Award will be based on low bidder meeting the specifications. There will be **NO SPLIT** award. Contractor must deliver tractor and all accessories/attachments within 30 days of Award. Delivery costs should be included in the bid.

DJS010341 Rubenstein Tractor & Accessories BID FORM

Item #	Description	QTY	Unit Price	Extended Price
1	TRACTOR (JOHN DEERE Model 4120 OR EQUAL	1	\$ 22,644.49	\$ 22,644.49
2	CURTIS MODEL 41DA12AS CAB OR EQUAL WITH HEATER	1	\$ 4,690.64	\$ 4,690.64
3	400X LOADER, JOHN DEERE OR EQUAL	1	3,933.51	\$ 3,933.51
4	FRONTIER Snowblower SB2176 OR EQUAL	1	\$ 9,421.41	\$ 9,421.41
Total				\$ 40,690.05

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name: Middletown Tractor Sales
 Address: 2050 Boyers Drive
 Fairmont, WV 26554
 Phone#: 304-366-4690
 Email Address: phil@middletowntactor.com

RFQ No. DJS010341

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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. Cottullo* Date: 13 July 2011

State of WV

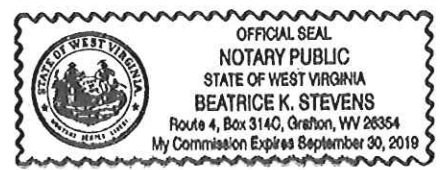
County of TAYLOR, to-wit:

Taken, subscribed, and sworn to before me this 13 day of JULY, 2011.

My Commission expires 9-30, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Beatrice K. Stevens*



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: *Phillip A. Cottrell*

Date: 13 July 2011

Title: Sales Consultant

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



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07/11/2011	Net 30 Days	Our Truck	Destination	Pre-Paid

BID OPENING DATE: 07/21/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		760-50	\$40,690.05	\$40,690.05
TRACTOR WITH LOADER, SNOW BLOWER AND HEATED CAB						
***** THIS IS THE END OF RFQ DJS010341 ***** TOTAL:						\$40,690.05

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Terry A. Costello</i>	TELEPHONE 304-366-4690	DATE 16 July 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).

DJS010341
Addendum No. 1

Q1: While going over the specification, I saw that the tractor is listed with a PTO HP gear transmission and a PTO HP hydrostatic transmission. Which do you want gear or hydrostatic transmission?

A1: Hydrostatic

Q2: Which transmission 12F/12R w/ Reverser (standard) or hydrostatic (upcharge)?

A2: Hydrostatic

Q3: Any rear outlets SCV's (upcharge)?

A3: Yes

Q4: Mid PTO on belly of tractor (upcharge)?

A4: No

Q5: Curtis cab Mega heater 9PHW205 should be 9PHW20S ?

A5: 9PHW20S

Q6: Chute rotation is hydraulic but chute deflection is manual. Can go hydraulic (upcharge)?

A6: No

Q7: Drift cutter for when snow is taller than blower (upcharge)?

A7: No

Q8: Page # 4 Category: Tractor (John Deere 4120 or Equal) PTO Horsepower: Both transmission offerings are listed (Gear and Hydrostatic) - Which one is to be priced?

A8: Hydrostatic

Q9: Page # 5 Category: Transmission Again, both transmissions are listed - Which one is to be priced?

A9: Hydrostatic

Q10: Power Take-Off (PTO) Category: Standard (Rear) Optional (Mid) - Rear is standard, is Mid requested for this tractor?

A10: Rear

Q11: Page # 6 - Fluid Capacities: Transmission & hydraulic system, gal. (I) gear Transmission & hydraulic system, gal. (I) hydrostatic - This will be defined based upon answer to requested transmission:

A11: Hydrostatic

EXHIBIT 10

REQUISITION NO.: ...DJS010341

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

NO. 3

NO. 4

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

16 July 2011

.....
DATE

**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.**