



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
 DNR212090

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

C.F. Walker Machinery
P.O. Box 2427
Charleston WV 25329

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 12/29/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-85		<i>\$194,323</i>
<p>FORESTRY GRADE TRACK LOADER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR A FORESTRY GRADE COMPACT TRACK LOADER WITH ROTARY MULCHER ATTACHMENT.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4114. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/11/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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>EXHIBIT 10</p> <p>REQUISITION NO.: <i>DNR212090</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

RECEIVED
 2012 FEB 23 PM 1:15
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Randy Meier</i>	TELEPHONE 740-418-1350	DATE 2/23/12	
TITLE <i>Sales Rep</i>	FEIN 55-0352647	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.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
 DNR212090

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 12/29/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	✓					
NO. 2	✓					
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Randy Preece</i> SIGNATURE <i>C.I. Walker Machinery</i> COMPANY <i>2/23/12</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Preece</i>	TELEPHONE 740-418-1350	DATE 2/23/12
TITLE Sales Representative	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DNR212090

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

*C.I. Walker Machinery
 P.O. Box 2427
 Charleston WV 25329*

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 12/29/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR212090		
BID OPENING DATE:				01/31/2012		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				<i>740-286-7566</i>		
CONTACT PERSON (PLEASE PRINT CLEARLY):						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Preece</i>	TELEPHONE <i>740-418-1350</i>	DATE <i>2/23/12</i>
TITLE <i>Sales Representative</i>	FEIN <i>55-0352647</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DNR212090

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/29/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<i>Randy Preece</i>						
***** THIS IS THE END OF RFQ DNR212090 ***** TOTAL:						<u>\$194,373</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Preece</i>	TELEPHONE <i>740-418-1350</i>	DATE <i>2/23/12</i>
TITLE <i>Sales Representative</i>	FEIN <i>55-0352647</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

The West Virginia Purchasing Division for the West Virginia Division of Natural Resources is requesting bids for the purchase of one (1) Forestry Grade Compact Track Loader with Rotary Mulcher Attachment

General Specifications:

The Forestry Grade Compact Track Loader with Rotary Mulcher Attachment must be manufactured for commercial use. All items must be new (2011 or 2012 model).

Forestry Grade Compact Track Loader with Rotary Mulcher Attachment

Forestry grade loader/rotary mulcher must meet the following specifications:

- Must have a diesel engine with a minimum gross horsepower of 95 HP
- Must have general purpose tracks with minimum track width of 17 inches
- Must have a hydrostatic powertrain
- Must have a heavy duty independent suspension of undercarriage
- Must have pilot joystick controls
- Must have a suspension seat with lap and shoulder seat belts
- Must have auxillary hydraulics (quick connect fittings) with low flow maximum of 25 gpm and high flow maximum of 40 gpm
- Must have an engine block heater
- Must be ROPS/FOPS/OPS (certified)
- Must have indicator warning lights for engine oil pressure, hot hydraulic oil and low battery voltage and a tachometer gauge, engine temperature gauge , and a fuel level gauge
- Must have front and rear emergency exits and a heavy duty polycarbonate door (severe duty) and wiper
- Must have light, hood, window, hose and cylinder, and condenser guards and skid plates and heavy duty grill
- Must have a climate control system with high output with a/c, heat and service access
- Must not exceed 14,500 lbs. (total weight) for entire package (track loader and mulcher attachment)
- Must have a heavy duty rotary drum (quick attach) mulcher attachment with steel push bar which has a minimum cutting width of 60 inches and maximum outside width of 75 inches. Rotary drum must have a hydraulic brake
- Must have a horn and back-up alarm

Damaged Items: Damaged or defective items must be replaced at no additional expense to The West Virginia Division of Natural Resources.

Warranty: The equipment must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

Delivery: All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

Forestry Loader/Mulcher to be delivered to the following location:

McClinitic Wildlife Management Area

Mason County

Route 1, Box 484, Pt. Pleasant, WV

Contact: Randy Kelley (304-675-0871) for delivery information

WV DIVISION OF NATURAL RESOURCES MANUFACTURER'S LIST

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation.

ITEM NO.	EQUIPMENT	MANUFACTURER	MODEL
1	Custom Rubber Track Mulcher	Superttrak Inc.	SK140 CTL-C

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
PRICING SHEET

Item Number	Quantity	Description	Unit Price	Amount
1	1	Forestry Grade Compact Track Loader with Rotary Mulcher Attachment		
			Total Cost	\$194,373

Note: Delivery must be made within thirty (30) days of purchase order award.

Forestry Loader/Mulcher to be delivered to the following location:

*McClintic Wildlife Management Area
Mason County
Route 1, Box 484, Pt. Pleasant, WV
Contact: Randy Kelley (304-675-0871) for delivery information*

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, in the 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 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: C.I. Walker Machinery Signed: Randy Reese
 Date: 2/23/12 Title: Sales Representative

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

RFQ No. DWR212090

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: C.I. Walker Machinery

Authorized Signature: Randy Preece Date: 2/23/12

State of West Virginia

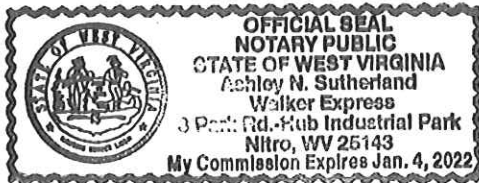
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of February, 2012

My Commission expires January 4, 2022

AFFIX SEAL HERE

NOTARY PUBLIC Ashley N. Sutherland





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
DNR212090

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*C.I. Walker Machinery
 P.O. Box 2427
 Charleston WV 25329*

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.						
BID OPENING DATE IS EXTENDED TO 02/15/2012 AT 1:30 PM						
THE TECHNICAL QUESTIONS AND ANSWERS WILL BE PROVIDED IN A SUBSEQUENT ADDENDUM.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Preece</i>	TELEPHONE 740-418-1350	DATE 2/23/12
TITLE <i>Sales Rep.</i>	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DNR212090

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

*C.I. Walker Machinery
 P.O. Box 2427
 Charleston WV 25329*

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/14/2012				

BID OPENING DATE: 02/23/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE BID OPENING DATE AND TIME TO: 02/23/2012 AT 1:30 PM						
2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.						
C001	1	EA	765-85	FORESTRY GRADE TRACK LOADER		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randy Preece</i>	TELEPHONE <i>740-418-1350</i>	DATE <i>2/23/12</i>
TITLE <i>Sales Rep.</i>	FEIN <i>55-0352647</i>	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.html 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).

**DNR212090
TECHNICAL QUESTIONS**

Question 1

Here are some questions we have on the track loader bid, as we plan to quote our 299C.

95 HP Spec

The 299C has 94 hp gross.

RESPONSE: Minimum hp remains 95.

Pilot Joystick controls spec

The 299C is electro-hydraulic, but functions just as a pilot operated system will.

RESPONSE: The Agency is agreeable to the electro-hydraulic system in place of the joystick feature.

Suspension seat spec

The 299C will be equipped with an air suspension seat, but does not have shoulder belts.

RESPONSE: Shoulder belts are mandatory due to the rough terrain and varying weather conditions.

Auxiliary Hydraulics spec (low flow minimum 25 gpm, max flow of 40 gpm)

The 299C has 22 gpm low flow, and 33 gpm high flow.

RESPONSE: Auxiliary hydraulics spec remains low flow maximum of 25 gpm and high flow maximum of 40 gpm

Rotary Mulching Head, (cutting width 60", max width 75")

CAT HM315 Mulcher has a 57" cutting width, and a 72" outside width.

RESPONSE: Minimum width remains 60", max width 75"

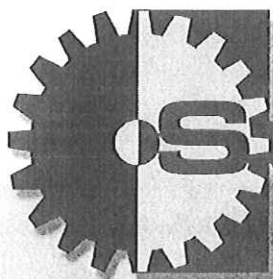
Answer 1

Based upon considerable research by our staff, we do not feel that it is in our agency's best interest to relax the specifications (i.e., horsepower, cutting width, etc.) on the forestry mulcher. Our agency is agreeable to the electro-hydraulic system in place of the pilot joystick feature. However, we feel that shoulder belts are mandatory due to the rough terrain and varying weather conditions in which the machine will be used.

SK 140 CTL-C

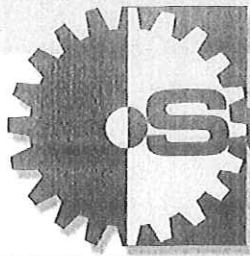


Huge Power
CUSTOM RUBBER TRACK MULCHER
Compact Package



SUPERTRAK, INC.®

Serving the industry since 1986



SUPERTRAK, INC.®

Serving the industry since 1986

26855 Airport Road
Punta Gorda, FL 33982
(800) 446-9858
(941) 505-7800
Fax: (941) 505-2308

The SUPERTRAK SK 140 CTL-C Rubber Track Mulcher is built for high production vegetation management. All major components are Caterpillar for excellent product support from your local Caterpillar dealer or SUPERTRAK direct.



SK 140 CTL-C Rubber Track Mulcher

Engine

Make	CAT
Model	C 4.4 ACERT
Horsepower	140 (104.4 Kw)
Electrical System	12 Volt (1 Battery)
Fuel Tank Capacity	45 gal.(155 L) Diesel

Travel Speeds

- 7.9mph (12.8kph) Forward and Reverse

Hydraulics

- 19gpm @ 3335psi Separate Loader Hydraulics
- 40gpm @ 5500psi Closed Loop Hydraulics Dedicated to Custom Shredder/ Mulcher/Chipper Attachment

Under Carriage

- CTL Rubber Track Undercarriage System
- Rubber Track Width of 18in (450mm)
- On Ground Track Length of 73in (1854mm)
- 5.8 psi with 18in (450mm) CTL Rubber Tracks

Controls

- Electronic Operated Joystick Control System

Included in Package

- Custom STK-175DS Shredder/ Mulcher /Chipper Head
- Working Width of 67in (1720mm)
- Overall Width of 82in (2083mm)
- Equipped With 38 Fixed Double Carbide Standard Tools or 38 Chipper Style Knife Tools
- Numerous Head Options Available
- Custom Hydraulic Winch and Bumper Kit

Overall Dimensions

- Length of 180in (4572mm) w/ Winch and Bumper Kit
- Overall Width of 82in (2083mm)
- Height of 99in (2515mm)
- Approximate Weight of 12620lbs (5736kg) without Attachment

For More Information Visit
www.supertrak.com

APPLICATIONS

- Land Clearing
- Forestry Applications
- Orchard Clean-up
- Prairie & Wetland Restoration
- Agricultural Preparation and Land Development
- Wild Fire Urban Interface Mechanical Fuel Treatments
- Mulch Brush, Branches, Slash, Standing & Fallen Trees, Root Balls and Stumps.

SAFETY FEATURES

- Front Halogen Work Lights
- Electrical Engine Monitoring System
- Emergency Engine Shut Down System
- Side Window Screens
- Custom Winch and Bumper Kit
- Lexan Front Windshield





26855 Airport Road
Punta Gorda, FL 33982
TF: 800-446-9858
P: 941-505-7800
FX: 941-505-2308

SUPERTRAK, Inc. SK140CTL- C Custom CTL Rubber Track Mulcher

SPECIFICATIONS

SK140CTL-C Carrier:

- Base Unit-CAT® 297C CTL Rubber Track Loader with Universal Skid Steer Quick Attach
- 140 Horsepower CAT® C 4.4 ACERT Diesel Engine
- Fuel Capacity of 45 Gallons (155L)
- Travel Speed of 7.9mph (12.8kph) Forward and Reverse
- 19gpm @ 3335psi Separate Loader Hydraulics
- 40gpm @ 5500psi Closed Loop Hydraulics Dedicated to Shredder/Mulcher/Chipper Attachment
- Custom High Debris and High Ambient Temperature Radiator with Reversing Fan
- Custom Remote Roof Mounted Oil Cooler with Thermostatic Hydraulic Reversing Fan
- Custom Electric Air Cooler Fan
- All Fans Utilize Reversing Fan Systems
- 12 Volt System (1 Battery)
- Electronic Operated Joystick Control System
- Electrical Engine Monitoring System, Emergency Engine Shut Down System
- 12,000 lb Hydraulic Winch and Bumper Kit
- Front Halogen Work Lights
- Enclosed Cab with Air Conditioning and Heat
- Adjustable, Air Suspension Seat
- 1/2" Lexan Front Windshield
- Sliding Side Windows with Side Window Screens
- 2 Emergency Exits
- Superior Noise Abatement
- Rubber Track Width of 18in (450mm)
- On Ground Track Length of 73in (1854mm)
- 5.8psi with 18in (450mm) CTL Rubber Tracks
- CTL Rubber Track Undercarriage System

Shredder/ Mulcher/ Chipper Attachment Included:

- SUPERTRAK, Inc. Custom STK-175DS Shredder/Mulcher/Chipper Attachment
- Working Width of 67in (1720mm)
- Overall Width of 82in (2083mm)
- Equipped with 38 Chipper Style Knife Tools or 38 Fixed Double Carbide Standard Tools
- Numerous Head Options Available

Overall Dimensions Including Attachment:

- Length of 180in (4572mm) with Winch and Bumper Kit
- Overall Width of 82in (2083mm)
- Height of 99in (2515mm)
- Dimensions Approximated with STK-175DS Shredder/Mulcher/Chipper Attachment
- Dimensions May Vary with Different Attachments
- Approximate Weight Without Attachment of 12,620lbs (5736kg)

Walker

Quotation # 39-12

Cecil I. Walker Machinery Co.

February 23, 2012

 P.O. BOX 4227
CHARLESTON, WV 25302
(304) 543-4470
FAX (304) 543-3272

 471 EMERSON AVENUE
P.O. BOX 4418
PARKERSBURG, WV 26101
(304) 424-0000
FAX (304) 424-0008

 P.O. BOX 011
1877 MAPLEWOOD ROAD
JENKINS, OHIO 46340
(740) 255-7369
FAX (740) 255-5042

 1314 ROBERTO RIVERO DR
0708 OPOLOHO, WV 26027
(304) 533-9700
FAX (304) 533-0881

 3360 TUTTOWNE ROAD
SUMMERSVILLE, WV 26051
(304) 872-4373
FAX (304) 872-4592

 P.O. BOX 8181
527 ADAMS AVENUE
HUNTINGTON, WV 25704
(304) 526-4870

 2525 HUNTING RICK HIGHWAY
P.O. BOX 142
LITTON, LOUISIANA, WV 26032
(304) 753-2000

 J PUNK ROAD
HUB INDUSTRIAL PARK
NITRO, WV 26113
(304) 754-6000
FAX (304) 754-6104

McClintic Wildlife Management Area

Route 1 Box 484

Point Pleasant, WV 25550

Attention: Mr. Randy Kelley

Net Due (10) Days
from Date of Invoice

 Terms: _____
Will Advise

 Delivery: _____
after receipt of order:
(Delivery is based on current manufacturer's schedule, but can
not be guaranteed)

Your inquiry _____

We are pleased to quote you on the following material, F.O.B. cars _____ Jobsite

One (1) new SK140CTL-C Custom Rubber Track with Shredder/Mulcher/Chipper Attachment, equipped with:

SK140CTL-C Carrier:

- Base Unit-CAT 299C CTL Rubber Track Loader with Universal Skid Steer Quick Attachment
- 140 Horsepower CAT C4.4 ACERT Diesel Engine
- Fuel Capacity of 45 Gallons (155L)
- Travel Speed of 7.9 mph (12.8kph) forward and reverse
- 19gpm @ 3335psi Separate Loader Hydraulics
- 40gpm @ 5500psi Closed Loop Hydraulic Dedicated to Shredder/Mulcher/Chipper Attachment
- Custom High Debris and High Ambient Temperature Radiator with Reversing Fan
- Custom Remote Roof Mounted Oil Cooler with Thermostatic Hydraulic Reversing Fan
- Custom Electric Air Cooler Fan
- All Fans Utilize Reversing Fan Systems
- 12 Volt System (1 Battery)
- Electronic Operated Joystick Control System
- Electrical Engine Monitoring System, Emergency Engine Shut Down System
- 12,000 lb Hydraulic Winch and Bumper Kit
- Front Halogen Work Lights
- Enclosed Cab w/Air Conditioning and Heat
- Adjustable, Air Suspension Seat
- 4" Lexan Front Windshield

- Sliding Side Windows with Side Window Screens
- 2 Emergency Exits
- Superior Noise Abatement
- Rubber Track Width of 18in (450mm)
- On Ground Track Length of 73in (1854mm)
- 5.8psi with 18in (450mm) CTL Rubber Tracks and Cutter Attachment
- CTL Rubber Track Undercarriage System

Overall Dimensions Including Attachment:

Length of 180in (4572mm) with Winch and Bumper Kit
Overall Width of 82in. (2083mm)
Height of 99in (2515mm)
Dimensions Approximated with STK-175 SS DS Shredder/Mulcher/Chipper Attachment
Dimensions May Vary with Different Attachments
Approximate Weight Without Attachment of 12,620lbs (5,736kg)
Approximate weight With Attachment of 15,542lbs (7,065kg)

Warranty: 12 Months Standard for the Cat C4.4 engine
12 Months Standard for Cat Components and Cat 299C Components
12 Standard for SUPERTRACK, Inc. Components

Please review Warranty Statements for Further Detail or information
Concerning Warranties

Shredder/Mulcher/Chipper Attachment Included:

- Supertrack, Inc. Custom STK-175DS Shredder/Mulcher/Chipper Attachment
- Working Width of 67in (1720mm)
- Overall Width of 82in (2083mm)
- Equipped with 38 Chipper Style Tools or 38 Fixed Double Carbide Standard Tools
- Numerous Head Options Available

A00-1565 SOS Kit

Total Net Price, F.O.B. Jobsite, \$ 194,373

NOTICE: All equipment and/or contracts shall be subject to be increased, without notice, by the amount of any Sales or Excise Tax levied or charged, either by the Federal, State or any governmental agency, and are subject to manufacturer's price in effect at time of shipment.

Trusting to be of service,

Very truly yours,

Randy Preece, Sales Representative
CECIL I. WALKER MACHINERY CO.