



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
708EC001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2007				

BID OPENING DATE: 09/26/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS 09/26/07 @1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	EA	020-66	2 WHEEL DRIVE UTILITY TRACTOR, WITH MOWERS		
***** THIS IS THE END OF RFQ 708EC001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

ADDENDUM NO. 2

708EC001

OPEN END CONTRACT

2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/SIDE FLAIL MOWER

CHANGES TO SPECIFICATIONS:

4.2 DELIVERY (2nd Paragraph 2nd Sentence)

FROM:

Delivery is preferred within 90 days.

TO:

Delivery is preferred within 180 calendar days after receipt of order.

4.2 DELIVERY (3rd Paragraph)

FROM:

A completed pilot model for inspection must be provided within 45 calendar days after the date of the purchase agreement by the successful vendor.

TO:

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

6.5 WARRANTY AND SERVICE POLICY

2nd Paragraph

FROM:

See Exceptions Below:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the complete tractor and mower unit or for each option if purchased individually.

TO:

See Exceptions Below:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the complete tractor and mower unit or for each option if purchased individually.

FROM:

6.5 WARRANTY AND SERVICE POLICY
3rd Paragraph

FROM:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

TO:

If a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is available, please quote for tractor and each of the mowers individually with cost and conditions during this period.

FROM:

7.17.1 – Wet type, manufacturers heaviest duty available

TO:

7.17.1 – **Clutch system shall be equal to a John Deere Permaclutch 2**

FROM:

7.18.1 – Power shift design mechanically controlled with left hand reverser.

TO:

7.18.1 – **Shall be power shift design equal to John Deere Powerquad Plus 16/16**

FROM:

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

TO:

7.22.2 – Tractor to have control valve(s) with three (3) detent position and flow

8.0 SPECIFICATIONS – 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED
HYDRAULIC POWERED BOOM MOWER:
(2ND Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the boom mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the boom mower.

(3RD Paragraph)

DELETE:

If a three (3) year bumper to bumper basic parts and labor warranty is available, please quote so along with all costs and conditions.

FROM:

8.2.5 **Unit shall be equipped with front piston type pump (s) to operate all mower functions (boom, rotary glass and flail) at a maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.**

TO:

8.2.5 **Unit shall be equipped with front piston type pump to run mower heads and may have stacked gear pump to operate fore, aft, up, and down. These pumps shall operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics.**

FROM:

8.2.11 **Mower controls to be a five (5) section valve controlled through a single electronic joystick.**

TO:

8.2.11 **Mower controls shall be a five (5) section valve controlled through a single electronic joystick.**

FROM:

8.3.3 When in stow, tractor and mower to be approximately 103 inches with 50 inch rotary and approximately 12 foot high.

TO:

8.3.3 **When in stow, tractor and mower to be a maximum 103 inches with 50 inch rotary and approximately 12 foot high.**

FROM:

8.4.3 A 1/2 inch lexan safety glass window shall be a part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. **No bungee straps and shall meet OSHA safety standards.**

TO:

8.4.3 A 3/8 inch lexan safety glass window shall be part of the safety cage. This window is to cover the door window and be hinged mounted so that it and the tractor window can be cleaned. **No bungee straps and shall meet OSHA safety standards.**

FROM:

8.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 8 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.

TO:

8.5.3 Inner boom shall be made of 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 6 inch x 6 inch x 1/4 inch – minimum 70,000 lb. sq. inch yield strength.

FROM:

8.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 4 inch x 6 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.

TO:

8.5.4 Dipper boom shall be made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb/sq. inch yield strength or 5 inch x 5 inch x 1/4 inch – minimum 70,000 lb/sq. inch yield strength.

FROM:

8.5.10 Boom mower head to be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.

TO:

8.5.10 **Boom mower head shall be capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane.**

9.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS – SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):
(2nd Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the grass rotary mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the grass rotary mower.

FROM:

9.1.1 Mower capable of mowing from 90 degrees up to 90 degrees down

TO:

9.1.1 Mower capable of mowing from 90 degrees up to 48 degrees down.

FROM:

9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered

TO:

9.5.3 **Blade bolts: Must be forged with nut and lock washer, heat treated shouldered or shall have nut that will allow cotter pin to lock bolt and nut together.**

FROM:

9.6 Optional Equipment

TO:

9.6 Additional Equipment

FROM:

9.6.1 Tail wheel assembly

TO:

9.6.1 **Unit shall have tail wheel assembly**

FROM:

9.6.2 Tires to be laminated

TO:

9.6.2 **Unit shall have laminated tires**

10.0 SPECIFICATIONS OF THE QUOTED UNIT – 74 INCH SIDE FLAIL MOWER
(1st Paragraph)

FROM:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for the side flail mower.

TO:

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse is required for the side flail mower.

DELETE:

10.10 Drive system must be direct drive (Use of belt system not acceptable)

FROM:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt

TO:

10.16 Tilt cylinder to be mounted to a parallel linkage to allow continuous head angle throughout the full range of lift.

ADDENDUM NO. 2

708EC001

OPEN END CONTRACT**2 WHEEL DRIVE UTILITY TRACTOR WITH UNIVERSAL MID MOUNTED
ARTICULATED BOOM MOWER/GRASS ROTARY MOWER/SIDE FLAIL MOWER****CHANGES TO BIDDER'S EVALUATION REPORT:****X4.2 DELIVERY****FROM:****X4.2.1 Delivery date of completed representative unit: ___ calendar days after date of
purchase agreement****TO:****X4.2.1 Delivery of completed representative unit: _____ calendar days after receipt of
Order****FROM:****X4.2.2 Delivery date of balance of completed units: ___ calendar days after date of purchase
agreement****TO:****X4.2.2 Delivery date of balance of completed units: _____ calendar days after receipt of order**

5.0 AWARD CRITERIA:
FROM:

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT in quantities:

1-5	_____	per unit
6-10	_____	per unit
11-20	_____	per unit
21 and over	_____	per unit

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5	_____	per unit
6-10	_____	per unit
11-20	_____	per unit
21 and over	_____	per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5	_____	per unit
6-10	_____	per unit
11-20	_____	per unit
21 and over	_____	per unit

Grass Rotary Mower Only:

1-5	_____	per unit
6-10	_____	per unit
11-20	_____	per unit
21 and over	_____	per unit

Side Flail Mower Only:

1-5	_____	per unit
6-10	_____	per unit
11-20	_____	per unit
21 and over	_____	per unit

5.0 AWARD CRITERIA:

TO:

X5.1 Prices for COMPLETE 2 WHEEL DRIVE UNIT (tractor, articulated boom mower, grass rotary mower and side flail mower) including mandatory minimum 2 year warranty in quantities:

1-5 _____ per unit

6-10 _____ per unit

11-20 _____ per unit

21 and over _____ per unit

OPTIONS:

2 WHEEL DRIVE

Utility Tractor Only:

1-5 _____ per unit

6-10 _____ per unit

11-20 _____ per unit

21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

Universal Mid Mounted Articulated Boom Mower Only:

1-5 _____ per unit

6-10 _____ per unit

11-20 _____ per unit

21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

Grass Rotary Mower Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

Side Flail Mower Only:

1-5 _____ per unit
6-10 _____ per unit
11-20 _____ per unit
21 and over _____ per unit

Plus 3 year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse: \$ _____ per unit

X6.5 WARRANTY AND SERVICE

2nd Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included? _____ YES _____ NO

TO:

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

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper parts and labor warranty available ___ YES ___ NO

Describe: (Include cost and conditions): _____

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available? _____ YES _____ NO

Describe: _____

FROM:

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

Manufacturer and Model: _____

TO:

X7.17.1 **Is clutch system equal to a John Deere Permaclutch 2** _____ YES _____ NO

Manufacturer and Model: _____

FROM:

X7.18.1 Power shift design mechanically controlled with left hand reverser ___ YES ___ NO

TO:

X7.18.1 **Power shift design equal to John Deere Powerquad Plus 16/16**
_____ YES _____ NO

Manufacturer and Model: _____

FROM:

X7.22.2 Tractor has control valves with three (3) detent position and flow ___ YES ___ NO

TO:

X7.22.2 Tractor has control valve(s) with three (3) detent position and flow
_____ YES _____ NO

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED
BOOM MOWER:
2nd Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty
included with the boom mower? YES NO

Describe: _____

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty
excluding normal wear items and misuse included with the boom mower?
 YES NO

Describe: _____

8.0 20 FOOT UNIVERSAL MID MOUNTED ARTICULATED HYDRAULIC POWERED
BOOM MOWER:
3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available?
 YES NO

Describe(include costs and conditions): _____

TO:

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal
wear items and misuse available on the boom mower? YES NO

Describe: _____

FROM:

X8.2.5 Unit is equipped with front piston type pump(s) to operate all mower functions (boom, rotary grass and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics YES NO

TO:

X8.2.5 Is unit equipped with front piston type pump(s) to run mower heads YES NO

Does it have stacked gear pump to operate fore, aft, up and down

YES NO

Do these pumps operate all mower functions (boom, rotary grass, and flail) at maximum operation within manufacturer's temperature range excluding the use of the tractor hydraulics YES NO

FROM:

X8.2.11 Mower controls five (5) section valve controlled through a single electronic joystick YES NO

TO:

X8.2.11 Are mower controls five (5) section valve controlled through a single electronic joystick YES NO

FROM:

X8.3.3 When in stow, tractor and mower ___ inches with ___ inch rotary and ___ foot high

TO:

X8.3.3 When in stow, tractor and mower is maximum 103 inches with 50 inch rotary and approximately 12 foot high YES NO

FROM:

X8.4.3 **A 1/2 inch lexan safety glass window is part of the safety cage** YES NO
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned YES NO
Are there any bungee straps YES NO
 Meets OSHA safety standards YES NO

TO:

X8.4.3 **A 3/8 inch lexan safety glass window is part of the safety cage** YES NO
 This window covers the door window and hinge mounted so that it and the tractor window can be cleaned YES NO
Are there any bungee straps YES NO
Meets OSHA safety standards YES NO

FROM:

X8.5.3 Inner boom made of inch x inch inch steel tubing
 Minimum lb./sq. inch yield strength

TO:

X8.5.3 **Inner boom is 6 inch x 6 inch x 3/8 inch steel tubing minimum 50,000 lb./sq.inch yield strength** YES NO
OR
6 inch x 6 inch x 1/4 inch minimum 70,000 lb. sq. Inch yield strength YES NO

FROM:

X8.5.4 **Dipper boom made of inch x inch x inch steel tubing**
Minimum lb. sq. inch yield strength

TO:

X8.5.4 **Dipper boom is made of 5 inch x 5 inch x 3/8 inch steel tubing minimum 50,000 lb. sq. in yield strength** YES NO
OR
5 inch x 5 inch x 1/4 inch minimum 70,000 lb/sq. in. yield strength YES NO

FROM:

X8.5.10 Boom mower head capable of mowing within ___ inches of rear tractor tire allowing tractor to stay further out of traffic lane ___ YES ___ NO

TO:

X8.5.10 **Boom mower head is capable of mowing within 6-10 inches of rear tractor tire allowing tractor to stay further out of traffic lane** ___ YES ___ NO

9.0 SIDE MOUNTED HYDRAULICALLY POWERED 60 INCH ROTARY MOWER (GRASS ROTARY MOWER):
2nd Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the grass rotary mower? ___ YES ___ NO

Describe: _____

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the grass rotary mower? ___ YES ___ NO

Describe: _____

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available? ___ YES ___ NO

Describe(include costs and conditions): _____

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the grass rotary mower? ___ YES ___ NO

Describe: _____

X9.1.1 - NO CHANGE

Mower capable of mowing from _____ degrees up to _____ degrees down

FROM:

X9.5.3 Blade bolts: Forged with nut and lock washer, heat treated shouldered ___ YES ___ NO

TO:

X9.5.3 Blade bolts are forged with nut and lock washer, heat treated shouldered or has nut that will allow cotter pin to lock bolt and nut together _____ YES _____ NO

X9.6 NO CHANGE REQUIRED

FROM:

X9.6.1 Tail wheel assembly ___ YES ___ NO

TO:

X9.6.1 **Unit has tail wheel assembly** _____ YES _____ NO

FROM:

X9.6.2 Tires are laminated ___ YES ___ NO

TO:

X9.6.2 **Unit has laminated tires** _____ YES _____ NO

10.0 74 INCH SIDE FLAIL MOWER:
1st Paragraph

FROM:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty included with the side flail mower? YES NO

Describe: _____

TO:

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse included with the side flail mower? YES NO

Describe: _____

3rd Paragraph

FROM:

Is a three (3) year bumper to bumper basic parts and labor warranty available? YES NO

Describe(include costs and conditions): _____

TO:

Is a three (3) year bumper to bumper basic parts and labor warranty excluding normal wear items and misuse available on the side flail mower? YES NO

Describe: _____

DELETE:

X10.10 **Is drive direct drive** YES NO

FROM:

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift and 200 degrees at head tilt YES NO

TO:

X10.16 Tilt cylinder mounted to a parallel linkage to allow continuous head angle throughout the full range of lift YES NO