



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
709EC005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

***709051756 304-346-5301**
WV TRACTOR COMPANY
PO BOX 473

CHARLESTON WV 25322

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

DATE PRINTED 09/23/2008	TERMS OF SALE Net 30 Days	SHIP VIA Truck	F.O.B. Buckhannon	FREIGHT TERMS Prepaid
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BID OPENING DATE: **10/22/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-61		
	2 CUBIC YARD	3 TON TRAILER		PB LOADER Model B-2-T MOUNTED HOT PATCH UNIT		
				OPEN END CONTRACT		
	TO PROVIDE 2 CUBIC YARD 3 TON TRAILER MOUNTED HOT PATCH UNIT FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.					
	THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE EQUIPMENT DIVISION BUCKHANNON, WV AT 1:00 PM ON 10/09/2008. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION.					
	QUESTIONS: WRITTEN QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST.) ON FRIDAY, 10/03/08. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305					
	QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115					
	IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.					
	EXHIBIT 2					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)					

RECEIVED
 08 OCT 22 PM 12:00
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 346-5301 DATE: 10-20-08

TITLE: President FEIN: 550621655 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 fee.
5. 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.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM				

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>						

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<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> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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: right;">..... <i>Gaige W. Gray</i></p> <p style="text-align: right;">SIGNATURE</p> <p style="text-align: right;">West Virginia Tractor Company</p> <p style="text-align: right;">.....</p> <p style="text-align: right;">COMPANY</p> <p style="text-align: right;">10-20-08</p> <p style="text-align: right;">.....</p> <p style="text-align: right;">DATE</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Gary W. Grady -----						
***** THIS IS THE END OF RFQ 709EC005 ***** TOTAL:						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 502-1-B

2 CUBIC YARD 3 TON TRAILER MOUNTED HOT PATCH UNIT

NOTE TO BIDDER: Procurement Specification No. 502-1-B, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 709EC005

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 346-5301

Years Bidder has been registered to do business with the State of West Virginia: 26 YRS.

Years Company has been an authorized dealer for proposed unit: -1 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90-120 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;**X5.1 Prices for units:**

1-5	\$35,950	per unit
6-10	\$35,950	per unit
11 and over	\$35,950	per unit

X6.0 SPECIFICATIONS - GENERAL**X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:**

PB Loader Model B-2-T 2008 and later as ordered

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

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

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART #: _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?
 YES NO

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

Describe:

Two years parts and labor bumper to bumper at WVTC

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

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

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

Two years parts and labor bumper to bumper at West Virginia

Tractor Company, which is expanded from standard

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

Service under warranty supplied by West Virginia Tractor

Company in Charleston

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

PB Loader parts to be supplied by West Virginia Tractor

Company in Charleston

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

A.	Terms: Net 30	Manufacturer's published list price less: <u> - </u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u> - </u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u> - </u> % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? x YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A.	Shop Rate	\$ <u>75.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>75.00</u> per mechanic hour <u> </u> ; port to port <u> x </u>
C.	Mileage Charge (Specify if one-way)	\$ <u>2.00</u> per vehicle mile <u> </u> ; port to port <u> x </u>
D.	Field Mechanic Rate	\$ <u>75.00</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>One year</u>
F.	Surcharge for miscellaneous items:	<u>150</u> % holidays and overtime

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

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

YES NO

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

YES NO

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

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: PB Loader Model: B-2-T

X7.1 Container:

X7.1.1 Is the unit 2 cubic yard – 3 ton capacity YES NO

X7.1.2 Is unit double wall construction YES NO

X7.1.3 Interior: 10 gauge

X7.1.4 Exterior: 12 gauge

X7.1.5 Insulation: 6 lb density throughout including rear and top doors YES NO

X7.1.6 Doors:

X7.1.6.1 Are top loading doors strut cylinder (assisted) YES NO

X7.1.6.2 Are rear shoveling doors strut cylinder (assisted) YES NO

X7.1.7 Shoveling Apron:

X7.1.7.1 Width of rear door YES NO of 10 gauge HR steel

- X7.1.7.2 Mounted at the rear YES NO
- X7.1.7.3 Heated YES NO
- X7.1.8 Floor:
- X7.1.8.1 Rearward sloping 60 degree angle so as to discharge material YES NO
- X7.1.8.2 1/4 inch (steel plate)
- X7.2 Heating System:
- X7.2.1 Single 60,000 BTU burner YES NO
- X7.2.2 Propane gas vapor fuel, with high limit shut off YES NO
- X7.2.3 Thermostat 0 - 300 degree F
- X7.2.4 Has a 100% shut off valve control by a flame sensing thermo couple YES NO
- X7.2.5 Has duct work and passageways to circulate heated air around load YES NO
- X7.2.6 Does it have a 0 degree - 300 degree F thermometer YES NO
- X7.2.7 Does unit have two (2) 100 lb. (25 gallon) LPG tank with contents gauge YES NO
- X7.3 Trailer:
- X7.3.1 5 inch channel construction, single tire, leaf spring, and tandem axle YES NO
- X7.3.2 Unit has surge brake system with breakaway protection YES NO
- X7.3.3 Chassis has 12,000 lb. GVW rating, with fenders YES NO
- X7.3.4 Has three (3) inch tow eye, adjustable from 28 inches to 34 inches YES NO
- X7.3.5 Does unit have 2,000 lb. top wind folding front tongue jack YES NO
- X7.3.6 Does unit have two (2) safety chains YES NO
- X7.3.7 Does unit have ICC lighting YES NO
- X7.3.8 Does unit have storage area for shovel, lutes, rakes, and small hand tools YES NO
- X7.3.9 Is paint manufacturers standard YES NO

X7.4 Options:

- X7.4.1 Hand torch YES NO
- X7.4.1.1 Pilot with valve control YES NO
- X7.4.1.2 Capacity 200,000 BTU
- X7.4.1.3 25 foot hose YES NO
- X7.4.2 Emulsion Spray unit:
- X7.4.2.1 Does unit have emulsion or cutback sprayer for tack oil, PS60, 50/10 diesel
 YES NO
- X7.4.3 Drip Pan:
- X7.4.3.1 Does unit have 10 gallon drip pan/waste oil combination mounted under patcher body
 YES NO
- X7.4.3.2 Are all necessary valves for draining and cleaning provided YES NO
- X7.4.4 Shovel Cleaning Compartment:
- X7.4.4.1 Will it be mounted in an easy to use location and be constructed of 16 gauge material with splash guard compartments, drain plug and rain tight cover YES NO
- X7.4.5 Hose Reels:
- X7.4.5.1 Does it have emulsion spray and hand torch hose reels YES NO
- X7.4.5.2 Are hose reels designed to accommodate 25 foot hoses YES NO
- X7.5 Advertising:
- X7.5.1 Does unit conform to advertising guidelines YES NO
- X7.6 Paint:
- X7.6.1 Is unit manufacturer's standard color YES NO
- X7.6.2 Areas a distinct color for safety reasons are painted as normally done YES NO
- X7.7 Does unit meet or exceed OSHA of 1970 and amendments YES NO

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: West Virginia Tractor Company Signed: [Signature]
Date: 10-20-08 Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: West Virginia Tractor CompanyAuthorized Signature:  Date: 10-20-08

WEST VIRGINIA TRACTOR COMPANY

COMPLIANCE WITH WEST VIRGINIA PURCHASING RULES

As required by law and West Virginia Department of Administration, Purchasing Division Legislative Rule 148 CSR 1, West Virginia Tractor Company is licensed and in good standing with any and all state and local laws and requirements, including the West Virginia Secretary of State's office, the West Virginia Tax Department, the West Virginia Insurance Commission, or any other state agencies or political subdivisions, including the West Virginia Division of Motor Vehicles as a trailer dealer (DTR-1594) and as a new vehicle dealer (D-43).

West Virginia Code 5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions, stipulates that this applies to contracts or renewal of contracts to be awarded by the state or any of its political subdivisions, which includes counties and municipalities.

West Virginia Tractor Company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin.

SPECIFICATIONS

MODEL B-2-T

TRAILER MOUNTED PATCHER

These specifications describe a trailer mounted hot patch unit, which is to be used for patching with hot asphalt or heated cold mix.

CONTAINER

The unit shall be 2 cubic yard - 3 ton capacity.

Double wall construction.

10 GA interior, 12 GA exterior.

2" - 6 lb. density insulation throughout, including rear and top doors.

Top loading doors shall be manually operated.

Two rear shoveling doors shall be manually operated.

A rigid shoveling apron shall be mounted at the rear, the width of the rear doors.

Shoveling apron shall be heated.

Container is to discharge by means of a sloping floor.

Floor shall be ¼ inch steel plate.

The floor shall be on a 60° angle and slope rearward.

HEATING SYSTEM

Shall be a single 60,000 BTU burner.

Propane gas vapor fuel with high limit shut off.

It shall be equipped with a 100°F -300°F thermostat.

There shall be a 100% shut off valve, controlled by a flame sensing thermocouple.

Heated air will circulate around load by means of ductwork and passageways.

Unit shall include a 0° - 300°F thermometer.

Unit to be equipped with 1 - 100 lb. (25 gal) LPG tank.

TRAILER

Shall be 5" channel construction, single tire, leaf spring, and tandem axle.

It shall have electric brakes all four wheels.

Chassis will have a 12,000-lb. GVW rating, with formed fenders.

3" towing eye.

2000 lb. top wind folding front tongue jack.

2 safety chains.

ICC lighting.

At the front and under Patcher body shall be a storage area for shovel, lutes, rakes and small hand tools.

Unit to be painted standard black.

OPTIONS

- * Electric 240 VAC for overnight heating
- * Emulsion or Cutback Sprayer for tack oil PS 60 50/10 Diesel
- * Waste oil/flushing tank
- * Hand Torch with 25 ft. hose
- * Surge Brakes
- * Suck Back
- * Hydraulic system for top & rear doors.

MANUFACTURER'S WARRANTY

Standard Warranty Extended to Two Years
Bumper to Bumper PARTS and Labor

"PB Loader Corporation warrants each ASPHALT PATCHER sold by it to be free from manufacturing defects in normal service for a period of one year from date of delivery to original user.

This Warranty is expressly limited to the replacement or repair at Fresno, California, or at a point designated by PB Loader Corporation of such part or parts as shall appear to PB Loader to have been defective. PB Loader shall not be liable for consequential labor costs or transportation charges in connection with the replacement or repair of defective parts.

This Warranty shall become void and of no effect if repairs or alterations have been made by others except with the prior written approval of PB Loader Corporation.

PB Loader makes no Warranty with respect to trade accessories or components not of its manufacture. They are subject to the warranties of their manufacturers.

PB Loader Corporation is not responsible for any electrical components or damages due to transportation.

PB Loader Corporation shall not be liable for consequential damages or contingent liabilities, nor for the fitness or its product for any particular purpose.

PB Loader Corporation makes no other express, implied or statutory Warranty, nor is anyone authorized to make any in its behalf."

