



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
7011EC02

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

Middletown Tractor Sales
 2345 Whitehall Blvd
 Fairmont, WV 26554

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
09/01/2010	NET30	Truck	Destination	Prepaid
BID OPENING DATE: 10/06/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-75	\$ 9476. ⁰⁰	\$ 9476. ⁰⁰
<p>PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER <i>MB Companies Model TKH-TR8</i> OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON MONDAY, 09/20/10 AT 10:00 AM, BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

RECEIVED
 2010 OCT -6 A 9:57
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-366-4690 DATE 10-5-10

TITLE Aftermarket Mgr. FEIN 550547175 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON WEDNESDAY, 09/15/10</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Z. Meacham</i>	TELEPHONE 304-366-4690	DATE 10-5-10
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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 7011EC02</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> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

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SIGNATURE <i>Z. Mark</i>	TELEPHONE 304-366-4690	DATE 10-5-10
TITLE Aftermarket Mgr.	FEIN 550547175	ADDRESS CHANGES TO BE NOTED ABOVE

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 Fairmont, WV 26554

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DIVISION OF HIGHWAYS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<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: center;"> SIGNATURE <i>MiddleTown Tractor Sales</i> COMPANY 10/5/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G.: GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-366-4690	DATE 10-5-10
TITLE Aftermarket Mgr.	FEIN 550547175	ADDRESS CHANGES TO BE NOTED ABOVE.

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<p>AND CANCEL THE CONTRACT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7011EC02</p> <p>BID OPENING DATE: 10/06/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 366 4698</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Zach Marsh</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Zach Marsh</i>	304-366-4690	10-5-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Aftermarket Mgr.	550547175	

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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. 041-1-C

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

NOTE TO BIDDER: Procurement Specification No. 041-1-C, 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.: 7011EC02

Bidder's Name: Middletown Tractor Sales

Address: 2345 Whitehall Blvd. Fairmont, WV 26554

Telephone Number: 304-366-4690

Years Bidder has been registered to do business with the State of West Virginia: 27 YRS.

Years Company has been an authorized dealer for proposed unit: 8 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 60 Calendar Days After
Receipt of Purchase Agreement

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

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;**X5.1 Price per unit:**

 \$ 9476.00 per unit

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

 MB Broom Model: TKH-TR8 Truck Mounted Broom Manufactured Oct. 2010 or later
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

X6.3 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:

_____ This product is covered by a 24 month bumper to bumper warranty
 which is described in detail in the Manufacturer's warranty statement attached

_____ to this bid. Note: as described on the manufacturers warranty statement brooms sold to the State of West Virginia Division of highways or any agency piggy backing this contract shall be provided a two year warranty in accordance with this contract.

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)

This product is covered by a 24 month bumper to bumper warranty. Failures
caused by neglect or misuse of the machinery are not covered by this warranty.
See the attached warranty statement.

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

Warranty failures that can be remedied by changing external parts
can be performed in the field. Fabrication or reconstruction must be
performed at an authorized MB Broom Dealership.

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

Parts inventory is available at Middletown Tractor Sales Fairmont, WV location.
Currently Middletown carries 14 line item parts that are considered commonly
replaced parts.

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>0</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>0</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>0</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 \$ 55.00 per mechanic hour

B. Travel Time Charge \$ 60.00 per mechanic hour
(Specify if one-way) _____; port to port Port to port

C. Mileage Charge \$ n/a per vehicle mile
(Specify if one-way) n/a; port to port n/a

D. Field Mechanic Rate \$ 60.00 per mechanic hour

E. Specify period of time that prices are in effect: For the life of this contract

F. Surcharge for miscellaneous items: 10 % Fuel Surcharge
per mechanic hour
During travel.

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.

It is the intent of these specifications to describe a hydraulic driven, power angle road broom for mounting on the front of dump trucks utilizing the existing snowplow hitch and hydraulics on the trucks. All parts not specifically mentioned, but necessary in order to provide a complete power broom, shall be furnished by the successful bidder and shall conform in strength, quality of material, and workmanship to what is usually provided to the trade in general. The broom shall be new and of standard production and shall include all of the latest improvements in design and all standard equipment and features plus any options available to meet the listed bid specifications. Single axle dump trucks intended for broom operation associated with this contract will be pre-equipped with control valving and related hose installation by the DOH. Successful vendor shall be responsible for providing all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects. Units not conforming to these specifications will be rejected.

Manufacturer: MB Companies Model: TKH-TR8

X7.1 HYDRAULIC SYSTEM:

X7.1.1 Will broom be powered by the dump trucks snowplow and spreader hydraulic system? YES X NO

X7.1.2 Are broom motors powered by the spreader hydraulics on existing D.O.H. truck? YES X NO

X7.1.3 Is broom angle cylinders powered by the existing plow angle hydraulics? YES X NO

X7.1.4 Will broom lift accomplished with the existing plow lift cylinder? YES X NO

X7.1.5 Will brush be driven by two (2) hydraulic wheel motors YES X NO

X7.1.6 Will motors drive the brush directly? YES X NO

X7.1.7 Brush frame and core does not extend more than six inches wider than brush?
YES NO

X.7.2 BRUSH:

X7.2.1 Broom width 96 inches and diameter 32 inches
Composed of sectional brushes with 10 inch core diameter
YES NO

X7.2.2 Will brush sections be polypropylene and steel wire design
YES NO

X7.2.3 Are sections of the convoluted and/or segmented type?
YES NO

X7.2.4 Does brush drive slip easily out of the brush core without removing hydraulic lines
from the wheel motors?
YES NO

Is the brush core reversible from end to end to allow for even brush wear?
YES NO

X7.3 SWEEPER SUPPORT:

X7.3.1 Will weight of broom in sweeping position be carried on (2) 8 X 400/3.75 solid rubber
casters with tapered bearings
YES NO

X7.4 MOUNTING FRAME:

X7.4.1 Will mounting frame and parallel linkage allow broom to oscillate 10 degrees each
way vertically and follow ground contour without stress on the sweeper or truck
and plow frame?
YES NO

X7.5 SWEEPER CONSTRUCTION:

X7.5.1 Is brush frame constructed of heavy 1/4" wall seamless tube, welded plate and
angle iron construction?
YES NO

X7.5.2 Is truck mounting frame heavy plate, angle, channel and structural iron welded
construction?
YES NO

X7.5.3 Is detachable brush hood covering minimum of 155° of broom provided?
YES NO

X7.5.4 Is swing assembly pivot plate design and welded structural plate, channel iron and
angle iron?
YES NO

X7.5.5 Is swing plate made of 1" thick structural steel?
YES NO

X7.6 ANGLE CHANGE:

X7.6.1 Broom right angle: 30 degrees and left angle 30 degreesX7.6.2 Will angle change be through one (1) 3" barrel hydraulic cylinder? YES X NO _____

X7.7 DIRT DEFLECTOR:

X7.7.1 Will flexible rubber dirt deflector be attached to front of brush hood?
YES X NO _____1/8 inches thick by 18 inches high by 96 inches wideX7.7.2 Does unit have sprinkler system YES X NO _____X7.7.2.1 Sprinkler head mounted over the rubber dirt deflector YES X NO _____X7.7.2.2 Sprinkler head has 7 spray nozzlesX7.7.2.3 Water pump 2.1 GPM @ 35 PSIX7.7.2.3.1 Water pump mounting hardware and attaching bolt supplied
YES X NO _____X7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler
YES X NO _____X7.7.2.5 All electrical wiring and connections supplied YES X NO _____X7.7.2.6 All hosing and fittings from water to supply sprinkler head supplied
YES X NO _____

X7.8 STORAGE STANDS:

X7.8.1 Is unit capable of self support without brush contacting ground surface when
stored out of service? YES X NO _____X7.8.2 Will sight indicators at each end of broom be provided? YES X NO _____

X7.9 BRUSH PATTERN ADJUSTMENT:

X7.9.1 Will brush pattern change through a positive turnbuckle adjustment?
YES X NO _____

X7.10 QUICK HITCH:

X7.10.1 Will a female quick hitch matching the supplied DOH trucks Valk Quick Hitch Model RV1042 be provided? YES NO

X7.10.2 Does female hitch have a swivel hitch design? YES NO

X7.11 MOUNTING: The DOH supplied control valving consists of an adjustable priority type flow control with solenoid activated on-off and associated wiring.

X7.11.1 Will vendor provide all hoses and fittings required for mounting and making unit fully operable and ready for service on D.O.H. provided truck? YES NO

X7.11.1.2 Front mounted quick disconnects provided on DOH chassis are listed in 7.11.1.2 of specification

X7.11.2 If successful vendor, will you mount each broom at your location YES NO

Will you coordinate with DOH representative for scheduling of completed unit to DOH field organizations? YES NO

X7.11.3 Single axle dump trucks intended for broom operation will be pre-equipped with control valving and related hose installation by DOH as stated in 7.11.3 of specifications.

X7.11.3.1 If successful vendor, will you provide all hydraulic hoses, mating quick disconnects with metal caps/plugs, adapters and miscellaneous mounting components required for connection of broom hydraulic circuitry to DOH provided front chassis mounted quick disconnects? YES NO

X7.11.4 Is broom circuit operational controlled maximum flow rate preset at 20 GPM with an integral pressure relief valve set @ 2000 PSI? YES NO

X7.11.4.1 Will all input flow to this valve in excess of the controlled maximum flow rate be bypassed to central hydraulic system down stream valving for lift and rotation of broom by utilizing standard snowplow lift and power angle circuits with relief valve settings of 1500 PSI? YES NO

X7.11.4.2 Is the broom hydraulic drive system designed in such a manner as to provide proper and efficient operational characteristics when supplied 20 GPM @ 2000 PSI, plus or minus 10% with truck speed of 5 MPH and engine speed of 1500 RPM YES NO

X7.11.4.3 Will any required flow and/or pressure adjustments to the truck mounted central hydraulic system components be the responsibility of the successful Vendor? YES NO

X7.12 PAINT:

X7.12.1 Will unit be painted manufacturers standard color? YES NO

X7.12.2 Will entire unit be thoroughly cleaned and free from grease, rust and scale, etched with phosphate acid, primed with expoy primer? YES NO

AND will be top-coated with polyurethane top coat or powder coated

7.13 Will unit meet or exceed OSHA requirement? YES NO

X7.14 Will unit meet advertising requirements as specified? YES NO



M-B COMPANIES, INC. OF WISCONSIN

1615 Wisconsin Avenue, P.O. Box 200, New Holstein, WI 53061

Telephone: 800-558-5800

FAX: (920) 898-4588

1200 Park Street, Chilton, WI 53014

Telephone: 920-849-2313

FAX: (920) 849-2629

79 Montgomery Street, Montgomery, PA 17752

Telephone: 570-547-1621

FAX: (570) 547-1629

Limited Warranty

Limited Warranty: Subject to the limitations set forth herein, M-B Companies, Inc. of Wisconsin ("M-B") warrants its products to be free from defects in material and workmanship for a period six (6) months from the date of delivery of the product to its original owner, except that the warranty is twelve (12) months solely for the following products: Truck Mounted Pavement Marking Equipment, Wood and Brush Chippers, and Airport Runway Brooms. All other products are covered by the six-month warranty. Parts shall have a ninety (90) day warranty. This warranty is not transferable without the written consent of M-B.

Notice: M-B's obligations under this Limited Warranty are conditioned on M-B receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.

Remedies: M-B, at its option, will repair or replace, or provide a credit to Buyer for, defective warranted items. If requested by M-B, products or parts for which a warranty claim is made shall be returned, transportation prepaid, to M-B's factory. Buyer shall not return any product for repair, replacement or credit without M-B's advance written consent.

Other Manufacturer's Warranty: On products furnished by M-B, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to Buyer, if the said warranty is assignable. However, M-B does not represent or guarantee that such manufacturer will comply with any of the terms of the warranty of such manufacturer.

Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by M-B, or alteration or repair by others in such a manner as in M-B's judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage.

Seller manufactures power brooms that mount to many makes and models of equipment. Seller attempts to ensure that the mounting frames fit correctly. However, the large number of tractor models, types and options currently available, compounded by frequent manufacturer design changes, may prevent Seller from supplying a frame that fits every unit correctly. Therefore, unless Buyer supplies drawings which detail the attachment points on the specific unit to which the broom will be mounted, Seller will not be responsible for the fit of the mounting frame.

The batteries, tires, rubber materials, brushes and material normally consumed in operation, and

2 Year Warranty for WV Division of Highways Applies for the model TKH-TR sweepers

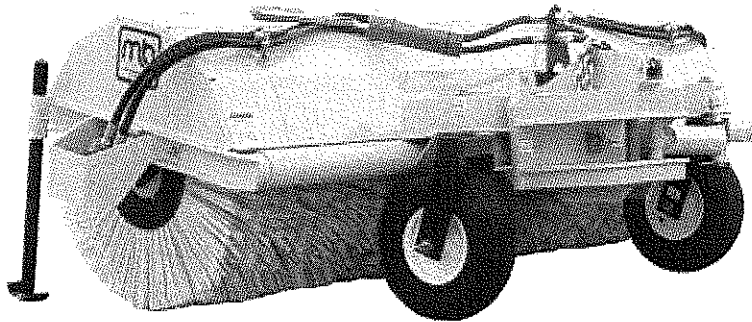
major components such as engines, air compressors, and hydraulic pumps and motors are excluded from this warranty but may be covered to the extent of any warranty received by M-B from its supplier if permitted by the terms of such warranty.

Limitations of liability: M-B shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs or transportation charges in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect.

M-B disclaims all other warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of M-B.

Notwithstanding anything in this warranty to the contrary, in no event shall M-B's total liability hereunder exceed the purchased price of the particular product.

Model TKH-TR™ Truck Mounted



FEATURES

- Complete mount package
- Hydraulic angle change 30° left / right
- 7, 8, 9, 10, 11 and 12 foot broom widths
- 32" diameter brush
- The brush hood covers 155°
- Heavy duty spline shaft hydraulic motors. Low flow, hi-torque motors available
- Broom head oscillation of 10°

Recommended for dump trucks with 6,000# front axle and on-board hydraulics.

Requires 20 gpm @ 2,000 psi.

SPECIFICATIONS

General

- Hydraulically driven rotary angle broom
- Broom: 32" diameter x 8' wide (other widths available)
- Broom Speed: up to 200 rpm
- Storage stands and flags

Frame

- Construction: 3-1/2" O.D. x .30" wall round tubular cross member; 2 brush arms (formed from 1/4" plate)
- Bearings: self aligned, greaseable pillow block
- Caster Wheels: Two, 16", mounted behind brush, 360° swivel
- 10° oscillating pivot to allow broom to follow ground irregularities

Drive

- Brush core: coupled to motors by 1" SAE B 6-spline shaft; splined hub on both ends of unit
- Power: two low-speed, high torque, 18 in³ motor
- Motor mount: outside the brush frame
- Motor guarded by 1/4" formed plate

Brush

- Core: refillable flat wafers - poly, wire or combination (poly and wire on one wafer)
- Spacers and hubs: manufactured from 20 gauge mild steel strap 2" wide
- Broom removal: achieved without disconnecting hoses

Swing

- Hydraulic angle change: 30° left/right
- Broom swings on a 1-1/2" center pivot

Brush Hood

- Construction: 16 gauge steel
- Coverage: 155°
- Formed edge fold for strength
- Predrilled for installation of deflector
- Ends covered by formed end plates

Brush Lift

- Provided by truck's snow plow lift mechanism

Finish

- One coat of epoxy primer and one polyurethane top coat
- MB yellow

Warranty

- Six month MB warranty policy

Available Options

- Dirt Deflector
- Mechanical swing lock
- Electric/hydraulic swing system
- Sprinkler systems
- Hoses and couplers
- Hydraulic flow divider / restrictor
- Hydraulic oil cooler
- Reversing valve
- Custom color

MB Companies, Inc. / www.m-bco.com / sales@m-bco.com

Attachment Division, Brush Replacements and Administration
1615 Wisconsin Ave., P.O. Box 200
New Holstein, WI 53061
Phone: 800-558-5800
Fax: 920-898-4588

Pavement Marking Equipment
79 Montgomery Street
Montgomery, PA 17752
Phone: 888-323-2900
Fax: 570-547-1629

Airport Snow Removal Products
1200 Park Street
Chilton, WI 53014
Phone: 800-558-5800
Fax: 920-849-2629

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Middletown Tractor Sales Signed: J. Mark
 Date: 10/5/10 Title: Aftermarket Manager

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

RFQ No. 7011ECO2

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Middletown Tractor Sales

Authorized Signature: [Signature] Date: 10/5/10

State of WV

County of Taylor to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2010

My Commission expires 9-30, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

