



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
707EC023

PAGE
1

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

VENDOR

*709043751 304-366-4690
 MIDDLETOWN TRACTOR SALES
 2032 FAIRMONT AVE
 FAIRMONT WV 26554

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
03/29/2007	NET30	Our Truck	Destination	Prepaid

BID OPENING DATE: 05/09/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-77	\$8382.00	\$8382.00
<p>MB Companies Model TKH-TR HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING</p> <p>MB-Companies Model TKH-TR Truck Mounted Broom OPEN END CONTRACT</p> <p>TO PROVIDE HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS 041-1-B.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 4/26/07. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00PM EST.) ON TUESDAY, 4/17/07.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON STREET EAST CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT 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)</p>						

RECEIVED
 2007 MAY -8 A 11:51
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>John Johnston</i>	TELEPHONE 304-366-4690	DATE 5-5-07
TITLE President	FEIN 53 0547175	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 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 EFFECTIV 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 AND CANCEL THE CONTRACT.</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 EXTEN 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>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p>						

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<p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p>						

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

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<p>TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Middletown Tractor Sales</u></p> <p>DATE: <u>5/05/07</u></p> <p>SIGNED: <u><i>J. Adam Boyer</i></u></p> <p>TITLE: <u>✓. President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Adam Boyer</i>	TELEPHONE	DATE
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<p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC023</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (304) 366-4698 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Zach Marsh -----</p> <p>***** THIS IS THE END OF RFQ 707EC023 ***** TOTAL: \$8382.00</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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-B

OPEN END CONTRACT
HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

NOTE TO BIDDER: Procurement Specification No. 041-1-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 exception sheets, 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.: 707EC023

Bidder's Name: Middletown Tractor Sales

Address: 2032 Fairmont Ave, Fairmont, WV 26554

Telephone Number: (304) 366-4690

Years Bidder has been registered to do business with the State of West Virginia: 25 YRS.

Years Company has been an authorized dealer for proposed unit: 14 YRS.

X4.2 DELIVERY:

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

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

NOTE: Vendors can complete Bidder's Evaluation Report at Purchasing's Web Site
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1	Prices for broom sweepers in quantities of	1-5	\$8382.00	per unit
		6-10	\$8382.00	per unit
		11 and over	\$8382.00	per unit

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

MB-Companies Model TKH-TR Truck Mounted Broom Model year 2007 or newer

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 Training will be conducted as soon as possible not to exceed 5 working days from the delivery of pilot unit.

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

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 included?
 YES NO

Describe:

The manufacturer provides 6 months of warranty protection on these brooms. For the purpose of this bid RFQ: 707EC023 and all related purchase orders an additional 18 months of warranty will apply.
 creating warranty coverage on parts and workmanship for a total of 24 months.

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-TR

X7.1 HYDRAULIC SYSTEM:

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

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

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

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

- X7.1.5 Will brush be driven by two (2) hydraulic wheel motors YES NO
- X7.1.6 Will motors drive the brush directly? YES 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? Segmented 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 linkage allow broom to oscillate 10 degrees each way 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 degrees
- X7.6.2 Will angle change be through one (1) 3" barrel hydraulic cylinder? YES NO

X7.7 DIRT DEFLECTOR:

- X7.7.1 Will flexible rubber dirt deflector be attached to front of brush hood? YES NO
1/4 inches thick by 18 inches high by 96 inches wide
- X7.7.2 Does unit have sprinkler system YES NO
- X7.7.2.1 Sprinkler head mounted over the rubber dirt deflector YES NO
- X7.7.2.2 Sprinkler head has 8 spray nozzles
- X7.7.2.3 Water pump 2.2 GPM @ 60 PSI
- X7.7.2.3.1 Water pump mounting hardware and attaching bolt supplied YES NO
- X7.7.2.4 Operator station readily accessible mounted controls for operating the sprinkler YES NO
- X7.7.2.5 All electrical wiring and connections supplied YES NO
- X7.7.2.6 All hosing and fittings from water to supply sprinkler head supplied YES 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 NO
- X7.8.2 Will sight indicators at each end of broom be provided? YES NO

X7.9 BRUSH PATTERN ADJUSTMENT:

- X7.9.1 Will brush pattern change through a positive turnbuckle adjustment? YES 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? X 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



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ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
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MB-Companies Model TKH-TR						
***** THIS IS THE END OF RFQ 707EC023 ***** TOTAL:						\$8382.00

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SIGNATURE <i>J. Adam Boyer</i>	TELEPHONE 304-366-4690	DATE 05-05-07
TITLE President	FEIN 55 0547175	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDENDUM #1
707EC023

OPEN END CONTRACT

HYDRAULIC DRIVEN BROOM SWEEPER FOR TRUCK MOUNTING

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2.1 NO CHANGES REQUIRED

Delivery date of completed representative unit: 60 Calendar Days After Date of
Purchase Agreement

X4.2.2 NO CHANGE REQUIRED

Delivery date of balance of completed units: 120 Calendar Days After Date of
Purchase Agreement

FROM:

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

TO:

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 X NO

PURCHASING CONTINUATION SHEET

Buyer: JJ-33	Page 5	Req. or P.O. No.: 707EC023
Spending Unit:		

Vendor: Middletown Tractor Sales

Requisition No.: 707EC023

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 X
- No. 2
- No. 3
- No. 4
- No. 5

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.



Signature

Middletown Tractor Sales
Company

05-05-07

Date

Note: See the Bidder's Evaluation Report X6.5 for a description of the warranty term as it applies to RFQ: 707EC023 and all subsequent and or associated purchase orders.

Page 1 of 2



M-B Companies, Inc.

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

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.

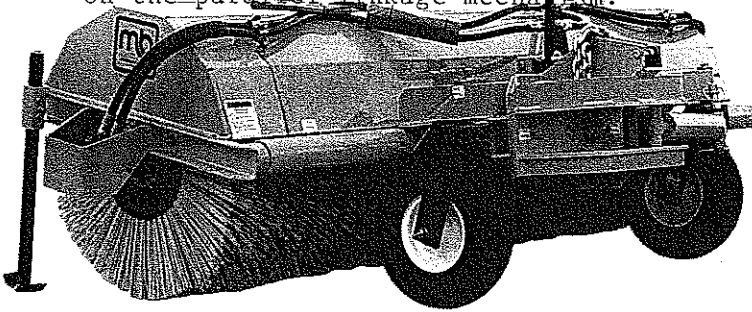
M-B disclaims all other warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing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



Note: Not pictured in this product literature are the parallel arm linkage mechanisms, the solid tires, or the sprinkler assembly. See the attached page for a diagram on the parallel linkage mechanism.



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

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

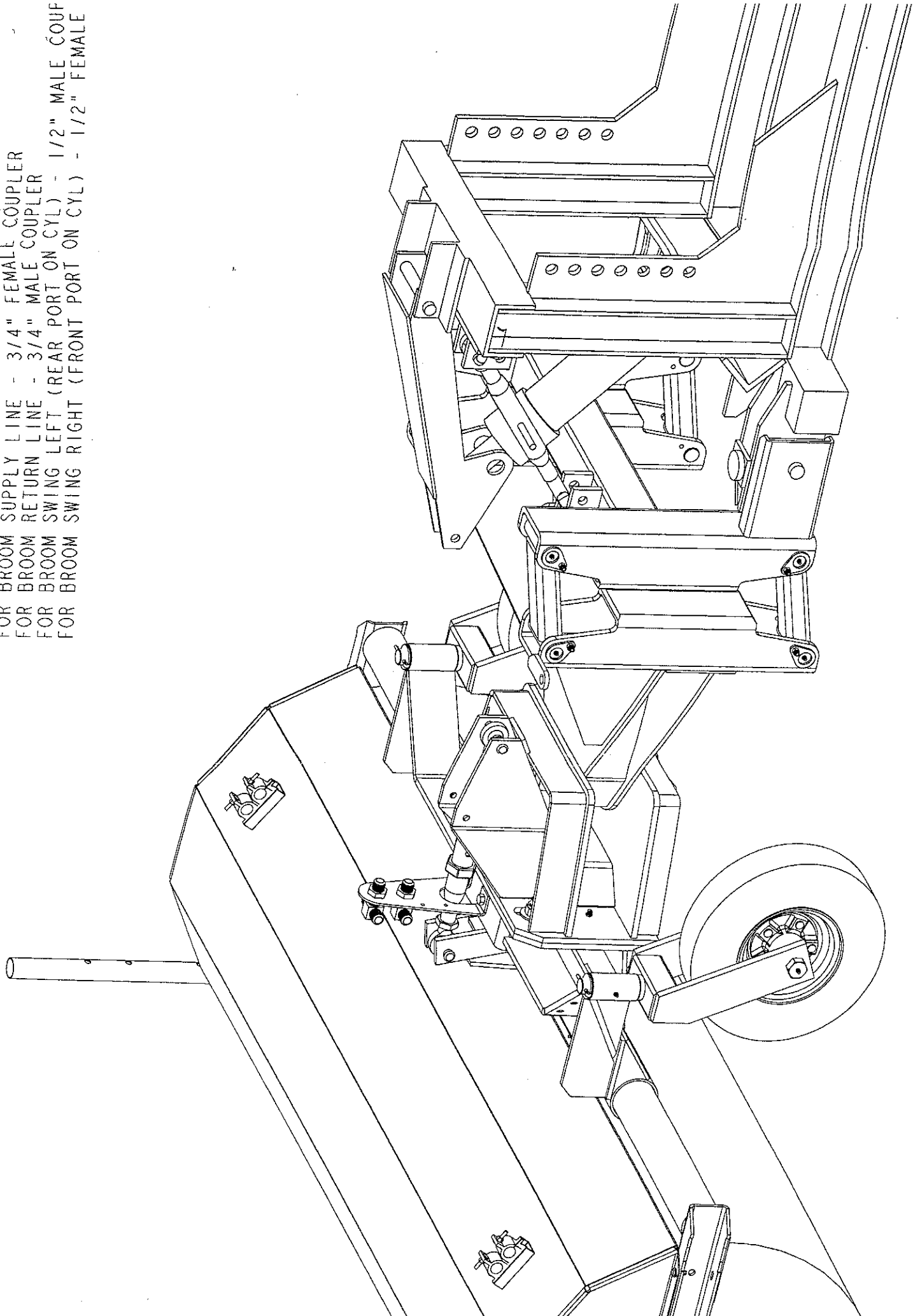
MB Companies, Inc. / www.m-bco.com / sales@m-bco.com

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

FOR BROOM SUPPLY LINE - 3/4" FEMALE COUPLER
FOR BROOM RETURN LINE - 3/4" MALE COUPLER
FOR BROOM SWING LEFT (REAR PORT ON CYL) - 1/2" MALE COUF
FOR BROOM SWING RIGHT (FRONT PORT ON CYL) - 1/2" FEMALE



AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Middletown Tractor Sales

Signed: *J. Adam Boyer*

Title: V. President

Date: 05-05-07

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.

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 are in compliance with the requirements as stated.

Vendor's Name: Middletown Tractor Sales

Authorized Signature: 

Date: 5-7-07