



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
707EC012

PAGE
1

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

VENDOR

\*709051756      304-346-5301  
 WV TRACTOR COMPANY  
 PO BOX 473  
 CHARLESTON WV 25322

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
11/21/2006	Net 30 Days	Truck	Buckhannon	Prepaid

BID OPENING DATE: 12/27/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-66	\$32,990.00	
48 FOOT ALUMINUM PLATFORM TRAILER EAST Mfg. BST OPEN END CONTRACT TO PROVIDE 48 FOOT ALUMINUM PLATFORM TRAILER, AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATION 251-1-K. THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM. ON 12/15/06. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON TUESDAY 12/05/06. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION JOHN JOHNSTON 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305 QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: JJOHNSTON@WVADMIN.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) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Gay Nady</i>	346-5301	12-27-06
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
Pres.	550620655	

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



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<p>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 THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT</p>						

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<p>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 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</p>						

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				<p>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 AND CANCEL THE CONTRACT.</p> <p>PIGGYBACKING PROVISION</p> <p>IN ACCORDANCE WITH 5A-3-19 OF THE CODE OF WEST VIRGINIA THE COMMODITIES OR SERVICES CONTRACTED FOR HEREIN SHALL BE AVAILABLE TO ALL LOCAL GOVERNMENT BODIES IN ACCORDANCE WITH THE SAME PRICES, TERMS AND CONDITIONS AFFORDED TO THE STATE OF WEST VIRGINIA. IN THE EVENT ANY VENDOR DOES NOT WISH TO EXTEND THE ABOVE PRICES, TERMS AND CONDITIONS OF HIS BID AND SUBSEQUENT CONTRACT TO ALL STATE AGENCIES AND POLITICAL SUB-DIVISIONS OF THE STATE, HE MUST SO INDICATE IN A CLEAR AND UNAMBIGUOUS MANNER IN HIS BID. THIS INDICATION DOES NOT PREJUDICE THE AWARD OF THE CONTRACT. IF A VENDOR DOES NOT INDICATE HIS REFUSAL TO EXTEND THE PRICES, TERMS AND CONDITIONS OF HIS BID TO OTHER ENTITIES OF THE STATE HE IS BOUND TO EXTEND THEM UPON ISSUANCE OF A PURCHASE ORDER BY THESE ENTITIES.</p> <p>OTHER ORGANIZATIONAL ENTITIES USING THIS PROVISION OF THE CONTRACT SHALL DO SO WITHOUT ANY INVOLVEMENT OF THE DIVISION OF HIGHWAYS. THAT IS, THE ENTITY SHALL MAKE ITS OWN PURCHASE ARRANGEMENTS WITH THE VENDOR AND SHALL MAKE ITS OWN ARRANGEMENTS FOR PAYMENT.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR</p>		

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<p>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 HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(xxx) 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>(xxx) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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<p>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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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</p>						

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**BUCKHANNON, WV**  
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DATE PRINTED <b>11/21/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p style="text-align: right;">West Virginia Tractor Company</p> <p>BIDDER: -----                              12-27-06</p> <p>DATE: -----</p> <p>SIGNED: ----- <i>Gay Gray</i> -----                              President</p> <p>TITLE: -----</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 33						
RFQ. NO.: 707EC012						
BID OPENING DATE AND TIME						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 346-5305 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Gary W. Grady -----						

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VENDOR

SHIP TO

DATE PRINTED 12/18/2006	TERMS OF SALE Net 30 Days	SHIP VIA Truck	F.O.B. Buckhannon	FREIGHT TERMS Prepaid
BID OPENING DATE: 12/27/2006				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-66		
ADDENDUM NO. 1  CHANGES TO THE SPECIFICATIONS.  ITEM 7.11.6  READS: ABS SYSTEM SHALL BE 452M MERITOR/WABCO OR EQUAL.  TO READ: ABS SYSTEM SHALL BE 45TM MERITOR/WABCO OR EQUAL.  BID OPENING DATE AND TIME REMAINS THE SAME.  NO OTHER CHANGES.						
***** THIS IS THE END OF RFQ 707EC012 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.			
SIGNATURE <i>[Signature]</i>	TELEPHONE 346-5301	DATE 12-27-06	
TITLE Pres.	FEIN 550621655	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				CHANGES TO THE SPECIFICATIONS		
				ITEM 7.11.6		
				READS: ABS SYSTEM SHALL BE 45TM MERITOR/WABCO OR EQUAL		
				TO READ: ABS SYSTEM SHALL BE 4S2M MERITOR/WABCO OR EQUAL.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES.		
0001	1	EA		070-66		
				48 FOOT ALUMINUM PLATFORM TRAILER		
				EAST Mfg. BST		
***** THIS IS THE END OF RFQ 707EC012 ***** TOTAL:						

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DBS PS

REQUISITION HEADER AND LINE COMMENTS

RCM

3

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_

10/26/2006 10:53:46

REQUEST: \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

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BUY ENTITY: PUR REQUISITION NO: 707EC011

CATALOG NO: ITEM NO: e10 BEGINNING SEQUENCE NUMBER:

Table with columns: A/B C/D, REQ. LINE, SEQ. NO., COMMENTS/SPECIFICATIONS/INSTRUCTIONS, PRINT LINE. Contains rows 95-270 with details on exhibit 10, addendum acknowledgements, and signature of West Virginia Tractor Company.

NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 254-1-K

48 FOOT ALUMINUM PLATFORM TRAILER

NOTE TO BIDDER: Procurement Specification No. 254-1-K, 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.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 707EC012

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: 24 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1 Prices in quantities of	1-5	<u>\$32,990</u>	per unit
	6-10	<u>\$32,990</u>	per unit
	11-20	<u>\$32,990</u>	per unit
	21 and over	<u>\$32,990</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

East Mfg. Model BST 2007 and 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

X6.2  
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 to the Training Academy?  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 there a minimum two (2) year bumper to bumper basic warranty?  YES  NO

Describe:  
Two years supplements basic warranty attached  
\_\_\_\_\_



X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

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

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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.

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

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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: \_\_\_\_\_ % discount
- B. Terms: Net 60      Manufacturer's published list price less: \_\_\_\_\_ % discount
- C. Terms: Net 90      Manufacturer's published list price less: \_\_\_\_\_ % discount

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

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

- A. Shop Rate      \$ \_\_\_\_\_ per mechanic hour
- B. Travel Time Charge      \$ \_\_\_\_\_ per mechanic hour  
(Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_
- C. Mileage Charge      \$ \_\_\_\_\_ per vehicle mile  
(Specify if one-way)      \_\_\_\_\_; port to port \_\_\_\_\_
- D. Field Mechanic Rate      \$ \_\_\_\_\_ per mechanic hour
- E. Specify period of time that prices are in effect: \_\_\_\_\_
- F. Surcharge for miscellaneous items: \_\_\_\_\_ %

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: East Mfg. Model: BST

Is it the manufacturers current model, including all component parts, and has been used by the contracting/maintenance trade for at least four (4) years and capable of being towed over both improved and unimproved roads with a full capacity load.

YES  NO

X7.1 Is the trailer tandem axle  YES  NO

X7.2 Capacity: 52,000 lbs. in four (4) span with total GVW 80,000 lbs.

X7.3 Overall width: 102 inches

X7.4 Front corner: Square  YES  NO OR 45°  YES  NO  
Your choice of either design at same price

X7.5 Frame:

X7.5.1 The main carrying members 52,000 lbs. in four (4) foot span  YES  NO

X7.5.2 Floor cross members: 4' 6061T6  
 on 16-22 inch centers  YES  NO

X7.6 Rear Frame:

X7.6.1 Does rear frame assembly have two (2) integral stake pockets, two (2) rubber dock bumpers, and minimum 3/8 inch thick plate corner gussets for dock impact protection  
 YES  NO

X7.7 Bumpers:

X7.7.1 Do bumpers meet ICC regulations with two (2) outboard mount rubber dock bumpers  
 YES  NO

X7.8 Platform:

X7.8.1 Is floor sturdy aluminum and minimum of 1 1/8 inch  YES  NO

Are there three (3) apitong nailers secured by two (2) screws per board per cross Member  
 YES  NO

X7.8.2 Outer Side Rails: Depth: 5.5 inch 6061-T6 extruded  YES  NO

3 3/8 I.D. stake pockets on 24 inch centers and FMVSS compliant conspicuity tape mounted below rub rail  
 YES  NO

X7.9 Axle Assemblies:

X7.9.1 Is axle intraax integral with HP straight spindle, HLS, or equal  YES  NO

X7.10 Wheels and Tires:

X7.10.1 Do wheels have oil type lubrication  YES  NO

Budd type disc wheels  YES  NO

X7.10.2 Are tires steel belted radials  YES  NO

Are they manufacturers standard for GVW specified  YES  NO  
 Manufacturer: Bridgestone (manufacturer may vary during life of the contract)

X7.11 Brakes:

X7.11.1 Does system include all necessary tubing, glad hands or connectors at the front of the trailer, reservoir of adequate capacity, relay emergency valve and air chamber at each of four (4) wheels  YES  NO

X7.11.2 Are brake shoes the internal expanding type with molded block lining  YES  NO

Size: 16 1/2 X 7

X7.11.3 Are brakes actuated by constant rise of "s" type cams  YES  NO

Are precautions taken to prevent the brake components from being damaged by road hazards and tire chains during snow/ice season  YES  NO

X7.11.4 Is trailer equipped with automatic slack adjusters  YES  NO

X7.11.5 Are brake drums centrifuse  YES  NO

X7.11.6 ABS system: 4S2M Meritor

X7.12 Lighting:

X7.12.1 Is a complete 12 volt light system furnished with adequate clearance, stop, and tail lights, directional signals and reflectors with proper conspicuity striping  YES  NO

X7.12.2 Are all lights LED type  YES  NO

X7.13 Is upper fifth wheel plate adequate in size for coupling with a standard size fifth wheel and/or full oscillation fifth wheel.  YES  NO

X7.14 Is kingpin .30 inch setting, bolted assembly, with standard upper coupler height of 49 inches to 50 inches  YES  NO

X7.15 Suspension:

X7.15.1 Suspension: Hendrickson  
122 inch spread tandem  YES  NO

X7.15.2 Capacity of rear suspension: 44,000 lbs.

X7.15.3 Landing Gear: 50,000 lift capacity with 2 speed road side crank

X7.16 Other Standard Features not addressed: Fully enclosed wiring pockets

X7.17 Will unit be delivered to WV DOH with all manufacturers recommended safety related decals and safety features intact  YES  NO

X7.18 Will you install at your facility mudflaps furnished by WVDOH  YES  NO

X7.19 Paint: Describe Non aluminum surfaces (steel) painted black.

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X7.20 Will unit comply with all OSHA requirements?  YES  NO

X7.21 Will unit comply with all advertising guidelines?  YES  NO

WV-96  
Rev. 5/94

**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 West Virginia Tractor Company

Signed: 

Title: President

Date: 12-27-06

# A F F I D A V I T

**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](http://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: West Virginia Tractor Company

Authorized Signature: \_\_\_\_\_

Date: 12-27-06

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.



# East® BST™ Aluminum Platform Trailer



*The ideal balance of  
strength and weight for  
optimum payload over  
the long haul.*





**East BST.**

**Rated to handle up to 80,000 lbs. distributed.**

You have a profit center in your East BST™ (Beast™) aluminum flatbed trailer. It can make you a lot of money. For three simple reasons:

First, you get optimal payload versatility. The Beast is rated to handle loads up to 50,000 lbs. concentrated in 4 feet on a 48-ft. spread-axle trailer. Match that with its light weight, and you can now haul a wider variety of loads. Haul more, make more.

Second, you lower your cost of operation. The Beast is durable and strong by design, with main beams and structural cross-members made of 6061-T6 aluminum alloy that is just as strong as steel. And our limited five-year warranty backs the heavy-duty strength in every aluminum flatbed we make for you.

Third, East trailers have a reputation for quality that brings a higher resale value.

When you add it all up, our trailers are simply built to last and perform, year after year. An East Beast is one of the most cost-effective trailers you can buy.

### **Maximum payload.**

When margins are slim, you must look for ways to maximize payload in order to increase profitability. That's why East designed the Beast to deliver up to 1,500 lbs. more payload than a comparable composite flat can haul legally. In fact, the East Beast is rated to handle loads up to 60,000 lbs. concentrated in 10 ft. – 80,000 lbs. distributed (tandem axle). With options, the Beast is perfectly designed to handle concentrated loads like steel coil, with plenty of backhaul flexibility.

### **Maximum corrosion resistance.**

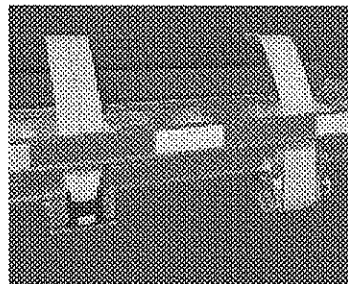
Aluminum is the best guard against corrosive elements and chemicals. From front to back, East offers more anticorrosive options than any other flatbed.

### **Maximum strength.**

The East Beast's patent-pending design doesn't skimp on high-quality aluminum in its composition. For example, the main beams and structural cross-members utilize 6061-T6 aluminum, offering all of the durability of high-tensile-strength steel at less than half the weight.

### **Maximum versatility.**

The East Beast combination of light weight, strength and high load ratings gives you versatile and flexible load options, a real asset in the battle for profitability.

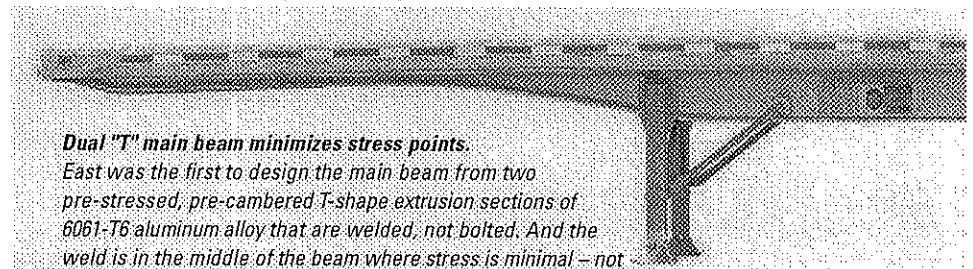


### **Aluminum winch system lighter and stronger than corrosion-prone steel.**

Exceeding NACSS requirements, the patent-pending aluminum winch weighs about 4 lbs. less than traditional steel winches, yet pull-tested stronger. Winches and winch clips are interchangeable on either side of the trailer, so torque can be applied on both sides to help stabilize uneven loads. Both are available in a low-profile version for use in tight clearance areas.

### **Wired for protection.**

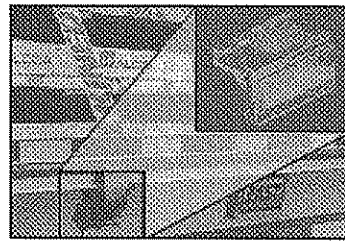
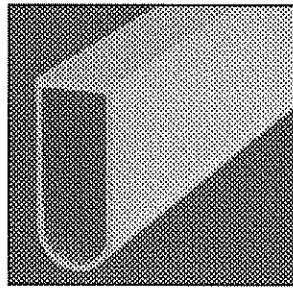
Sealed lamps and return ground wiring are standard features.



### **Dual "T" main beam minimizes stress points.**

East was the first to design the main beam from two pre-stressed, pre-cambered T-shape extrusion sections of 6061-T6 aluminum alloy that are welded, not bolted. And the weld is in the middle of the beam where stress is minimal – not at the top and bottom where compression and tension stresses are greatest. This dual-T design balances load stresses more evenly – for longer life, less maintenance.

**Exclusive cross-members designed for extra durability.** The innovative tubular design of the cross-member, exclusive to East flatbeds, distributes stresses more uniformly and is more twist-resistant in turn situations than the conventional "C" beam found on other flatbeds. This even distribution of stress over a greater area, and the closed end to eliminate ice and snow buildup, increase the durability and service life of an East flatbed.



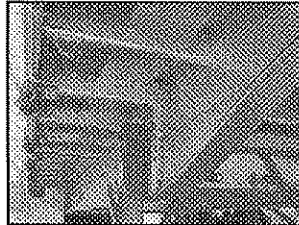
**Exclusive Securetight™ cargo controls.**

Only East gives you side-rail extrusions specially designed for adjustable chain tie-downs and a unique winch strap capture system (that utilizes winch clips designed by East). The easy-to-use tie-downs and winch clips are interchangeable on either side of the trailer. Torque can then be applied on both sides to help stabilize uneven loads. The movable tie-downs across the top of the side rail provide positive locking every eight inches. A second track on the inside edge, adjacent to the main rails, is also available.

There's also an added safety feature. Straps go inside, not over top of the rub rail. This protects the strap from chafing against the winch hook (improving strap life), and from shearing or cutting should the trailer be involved in a mishap.

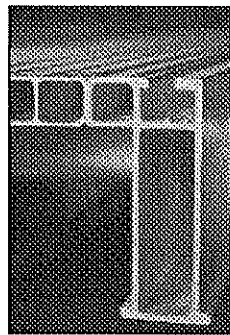
**Aerodynamic underneath.**

Hollow-core floor planks are fully enclosed, as are the patented tubular cross-members, and no wind-catching rail braces are required. Add this to the sleek and smooth transition of the Beast's 10 1/2"-deep neck and you get less wind resistance... and more fuel efficiency.



**Wiring protected from the elements.**

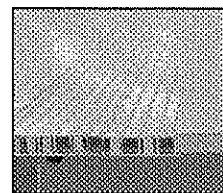
East's patented hollow-core side-rail design, called Securelight™, provides a conduit for wiring to be fully enclosed. This solves one of the biggest problems incurred by flatbed trailers, particularly in winter – snow, ice and moisture causing shorts in the lighting system. This also allows for recessed versus surface-mounted lights, and provides additional area around pocket spools and rub rails to secure chains or straps.



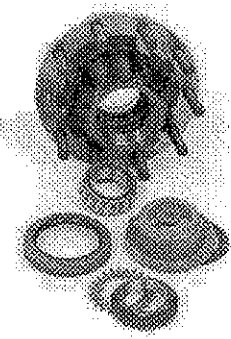
**Unique flooring design carries the load.**

Beneath the skid-resistant floor of an East Beast is an extra base and support beams 1 inch apart for greater strength in supporting the load. Full-length, continuous welds join the floor planks to the main beams for greater strength.

Or specify the East Concentrated Load



Package (CLP) with additional aluminum bars inserted into the floor plank voids (pictured) in an 8-foot section to handle extra-concentrated loads like steel coils. The CLP includes extra frame and floor cross-members for 12" centers (10" spacing).

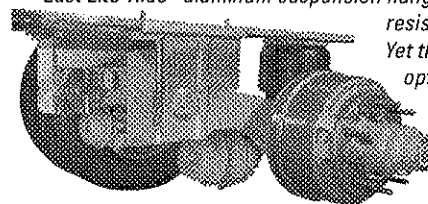


**Wheel-end assembly warranted for 5 years.**

Standard East Elite™ wheel-end parts are warranted for five years or 500,000 miles, eliminating the usual practice of replacing the seals during every brake job. The assembly is filled with synthetic oil, which resists high-temperature breakdown.

**Aluminum suspension hanger option.**

East Lite-Ride™ aluminum suspension hangers offer maximum corrosion resistance and are lighter than steel. Yet this rust-free patent-pending option tested as strong as current steel hanger designs. (Available on limited suspension models.)

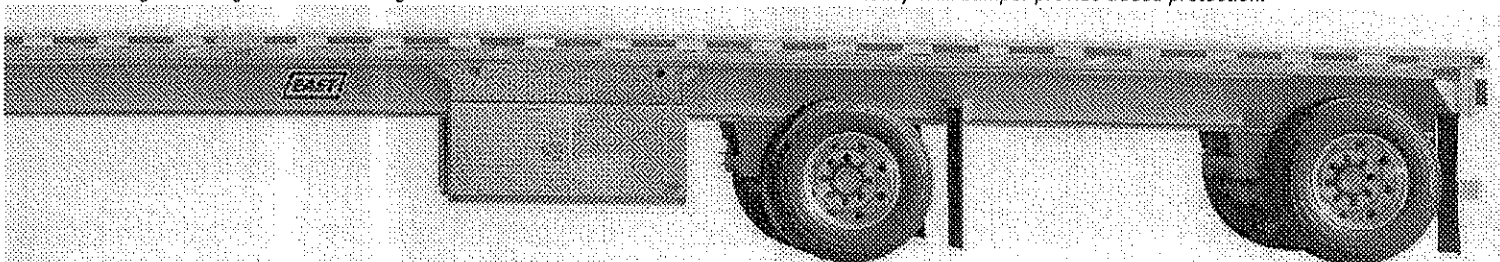


**Better touch and easier handling.**

Operators tell East that the Beast trailer design provides more stability and less flex during cornering and maneuvering.

**Added protection in the back.**

The rear panel is fully sealed for water resistance. Patented recessed grooves protect federal conspicuity tape. Rubber dock blocks and a heavy-wall bumper provide added protection.



## ***East 5-year limited warranty.***

An East trailer starts with materials that exceed most industry standards. Our goal is to build to the highest level of craftsmanship. When we put the East name on a trailer, we stand behind it. We always have...and we put that promise **in writing** so you can be assured of prompt action if you need it.

We want our customers to be as satisfied with our service as they are with our trailers. A nationwide network of East distributors is qualified and trained to live up to high standards for service, repair and parts availability.

## ***Options.***

Since East Best aluminum platform trailers are custom manufactured, almost any size or option is available. Some common options include:

- Aluminum disc wheels
- Aluminum tool and side-kit boxes
- Bulkheads, fixed and removable
- 4-spring suspensions, fixed and sliding
- Tire carrier

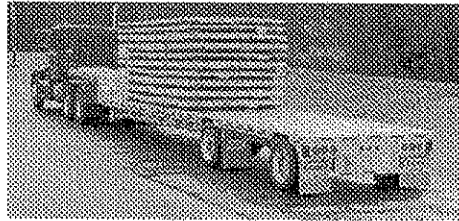
**East Manufacturing Corp.**  
1871 St. Rt. 44, P.O. Box 277  
Randolph, OH 44265  
(330) 325-9921 Fax: (330) 325-7851  
888-405-3278 [www.eastmfg.com](http://www.eastmfg.com)



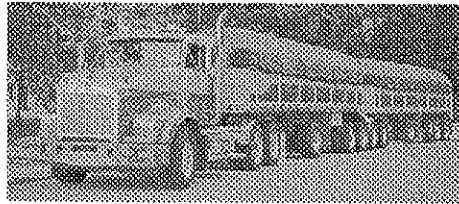
Specifications subject to change without notice.  
Some items appearing may be optional.

10M/02-06

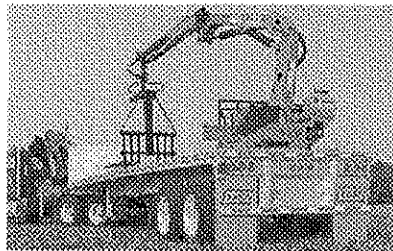
## ***The East platform trailer line.***



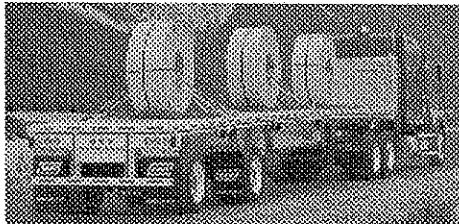
*Drop platform*



*Aluminum B-trains*



*Built-in traveling unloading crane*



*East MMX™*

**Distributed by:**



# First In Aluminum Trailers

Catalog

Toolboxes

Cab Protectors

Fenders

Accessories

Wet Kits (Dump)

Locate

## About EAST

Overview

EAST Advantages

Values and Mission

History of Firsts

Warranty Policy

Manufacturing

## Warranty Policy

### EAST Warranty and Limitation of Liability

East Manufacturing Corporation warrants each new trailer or body manufactured (hereinafter referred to as the equipment) by us to be free from defects in materials and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding the manufacturer's rated capacity and with loads that are not abrasive or corrosive in nature.

BODY and FRAME of the equipment found to be defective within the warranty period shall be repaired or replaced (at East's sale option), at East's factory location or authorized service facility provided, however the purchaser notifies East or an authorized distributor as soon as any defect becomes apparent. The period of warranty is for five (5) years from the date of delivery of the equipment, and East shall bear that portion of the cost of repairing or replacing defective parts of the equipment on the following basis:

- 1 year 100%
- 2 years 80%
- 3 years 60%
- 4 years 40%
- 5 years 20%

All warranties, if any, extended to East by the makers and suppliers of component parts, accessories or goods included in the manufacture of East's equipment will be assigned, if contractually permitted, to the purchaser. Specific component warranty details will be provided to the purchaser upon request. Tire warranties are expressly excluded from East's warranty herein.

This warranty does not expand, enlarge upon, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

The purchaser agrees to return the defective equipment or parts to East's factory location or authorized service facility, freight prepaid, within fifteen days after the defective condition is discovered. This warranty also excludes the following: normal wear, tear and deterioration of the equipment; maintenance items including, but not limited to, light bulbs, paint, brake lining, oil seals and bearings; equipment sold "as is"; equipment that has been repaired, replaced or altered by someone other than East or one of its authorized service facilities unless, however, East in its sole opinion determines that the defective condition of the equipment was in no way abused or was attributable to said repairs, replacements or alterations.

**EAST AND THE PURCHASER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY, ALL OTHER WARRANTIES OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. FURTHER, THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER FROM EAST OR FROM AN AUTHORIZED DISTRIBUTOR.**

The sole liability of East and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, East's maximum liability hereunder arising from any cause whatsoever, including but not limited to, breach of contract or tort (including negligence), shall not exceed the contract price of the equipment furnished hereunder. Further, East shall not be responsible for work done, equipment or parts furnished or parts or repairs made by others unless the work is specifically ordered by East or an authorized distributor for the fulfillment of this warranty. In no event shall East be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than East or an authorized service facility or for any costs incurred with such removal or reinstallation.

### CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this agreement, in no event shall East be liable, whether arising from contract, tort (including negligence) or otherwise, for loss of anticipated profits, damage to loads or con

P.O. Box 377  
Randolph, OH 44265

of the equipment, transportation expenses due to repairs, nonoperation cost of purchased or replacement equipment, claim of customers, cost of money, loss of use of capital or revenue, or for any special, incident or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Toll Free: 888.405.3278  
Phone: 330.325.9921  
Fax: 330.325.7851

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East Manufacturing Corp can build the dump trailer, flatbed trailer, frameless trailer, Genesis trailer walking floor trailer, live floor trailer, transfer trailer to your exact specifications. East Manufacturing Corp can also supply the heavy duty truck accessories you need to make your job easier or to rig look its very best. Give East Manufacturing Corp the chance to speak to you about your need for a dump trailer, Genesis trailer, frameless trailer, transfer trailer, walking floor trailer, live floor trailer, tipper trailer or heavy duty truck accessories.