



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
708EC002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**LH JONES EQUIPMENT CO.
 1825 EARL CORE RD.
 MORGANTOWN, WV 26505**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2007	NET 30 DAYS	MOTOR FREIGHT	BUCKHANNON, WV	NO CHARGE
BID OPENING DATE: 10/03/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-61	<i>See Page 16</i>	
				SRIC SNOWPLOW - PICKUP TRUCK PLOW		
				OPEN END CONTRACT		
				TO PROVIDE SRIC SNOWPLOW - PICKUP TRUCK PLOW WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW PER THE ATTACHED SPECIFICATIONS.		
				THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 09/17/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.		
				QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 EST.) ON 09/06/2007.		
				SEND YOUR QUESTIONS TO: PURCHASING DIVISION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305		
				QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL EMAIL: MAUSTIN@WVADMIN.GOV FAX: 304-558-4115		
				IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2316		
				EXHIBIT 2		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304 292 1307** DATE: **10/1/07**
 TITLE: **VP** FEIN: **55-0551865** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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
708EC002

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: 10/03/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC002

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p> <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 HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC002

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: **10/03/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><input checked="" type="checkbox"/> 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><input type="checkbox"/> 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><input type="checkbox"/> 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><input type="checkbox"/> 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 708EC002

PAGE
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: 10/03/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 & 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC002

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: 10/03/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER: <u>LH Jones Equipment Co</u></p> <p>DATE: <u>10/16/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>[Signature]</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> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
708EC002

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/21/2007				

BID OPENING DATE: 10/03/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				43		
RFQ. NO.:				708EC002		
BID OPENING DATE:				10/03/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304 292 6641	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				LEONARD HANCOCK JR	-----	
***** THIS IS THE END OF RFQ 708EC002 ***** TOTAL:						See Pg 16

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 023-1-C

SRIC SNOWPLOW – PICKUP TRUCK PLOW
WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW

1.0 PURPOSE

It is the purpose of these specifications to describe a 7 1/2 Foot, 8 Foot, or 8 1/2 Foot Plow (hereinafter referred to as a "plow" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendors expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 30 calendar days after the date of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.**

Prices for the units shall be in quantities of 1-10, 11-20, and 21 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently

be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing

manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

- 7.0 SPECIFICATIONS OF THE QUOTED ITEM ARE AS FOLLOWS:
- 7.1 Moldboard:
 - 7.1.1 OPTION #1 - Overall width: 7 ½ foot plow to be polyethylene sheet with snow deflector mounted at top
 - 7.1.2 OPTION #2 - Overall width: 8 foot plow to be polyethylene sheet with snow deflector mounted at top
 - 7.1.3 OPTION #3 - Overall width: 8 ½ foot plow with snow deflector mounted at top
 - 7.1.4 **Snow deflector shall be rubber with top reinforcement.**
- 7.2 Ribs to be electrically welded to top and bottom angle
- 7.3 Formed steel plow shoes to be provided, height adjustable
- 7.4 **Trip springs to be provided on unit and shall have shielded shock absorber for dampening blade trip return**
- 7.5 **Blade must pivot to follow contour of road**
- 7.5.1 **Two (2) highly visible vinyl coated spring wound blade guides shall be provided**
- 7.6 **Plow to angle 30 degrees minimum right and left**
- 7.7 Frame and quadrant to be manufacturers heaviest duty available
- 7.8 Lift chains to be high test steel with 2600 lb. working load limit (hydraulic lift will be acceptable)
- 7.9 Lift frame to have provision for out front hydraulics and light kit
 - 7.9.1 Two (2) self storing adjustable plow stands to be integrated into the plow attachment mechanism. Stands to have connecting hook and lever with integral lock pin
 - 7.9.2 Lift frame to be two (2) piece construction, **and lower lift frame must include drive in alignment horns**

- 7.10 Plow stands to be provided for storage
- 7.11 Hydraulics to be electric solenoid activated
- 7.12 Blade drop speed to be adjustable
- 7.13 Hydraulics to be controlled by a single lever in cab control with on/off switch and indicator light
- 7.14 Unit to have an isolation module feature to isolate plow control from vehicle's sensitive electronic system
- 7.15 Control to allow a float position when lowered and be able to angle left or right when in float
- 7.16 Unit to be grounded to negative terminal of battery
- 7.17 Hydraulic unit to stay with plow when disconnected from vehicle
- 7.18 Dual beam halogen headlamps plus combination park and turn signals mounted in combination with plow unit
- 7.19 Vehicle specific pre-wired harness to be provided. (Headlamp wire splicing is unacceptable.)
- 7.20 Blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.
- 7.21 Power and control harness to have quick disconnects and covers at grille
- 7.22 Unit to be painted manufacturers standard color
- 7.23 **Vendor must certify that unit offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.**
- 7.24 **Advertisement: Vendors are permitted to attach a permanent metal plate 4" x 6" maximum size to the unit for identification.** All other types of advertising, decals, labels, etc. will interfere with West Virginia Division of Highway's standards and are not permitted.

NOTE: Vendors 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. 023-1-C

SRIC SNOWPLOW - PICKUP TRUCK PLOW
WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW

NOTE TO BIDDER: Procurement Specification No. 023-1-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 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.: 708EL002

Bidder's Name: L.H. JONES EQUIPMENT Co.

Address: 1825 EARL CORE RD, Morgantown, WV 26505

Telephone Number: 304 292 1307

Years Bidder has been registered to do business with the State of West Virginia: 31 YRS.

Years Company has been an authorized dealer for proposed unit: 10 YRS.

X3.2 Have you complied with all mandatory specifications noted in bold print? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 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 for quantities of 7 1/2 Foot

1-10	<u>3189.22</u>	per unit
11-20	<u>4189.22</u>	per unit
21 and over	<u>3896.49</u>	per unit

Prices for quantities of 8 Foot

1-10	<u>3229.63</u>	per unit
11-20	<u>4229.63</u>	per unit
21 and over	<u>3933.85</u>	per unit

Prices for quantities of 8 1/2 Foot

1-10	<u>3282.43</u>	per unit
11-20	<u>4282.43</u>	per unit
21 and over	<u>3955.83</u>	per unit

X6.0 SPECIFICATIONS - GENERAL

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

See ADDENDUM #1

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

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 WVDOT.

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

Describe: See Attached Warranty Statement

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)

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.

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

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
(Specify if one-way) | \$ _____ per mechanic hour
_____ ; port to port _____ |
| C. | Mileage Charge
(Specify if one-way) | \$ _____ per vehicle mile
_____ ; 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: WESTERN PRODUCTS Model: JUTPY75, JUTPY80, JUTPP85

X7.1 Moldboard:

X7.1.1 OPTION #1 - Will you provide a 7 1/2 foot plow - polyethylene sheet with snow deflector mounted at top? YES NO

X7.1.2 OPTION #2 - Will you provide an 8 foot plow - polyethylene sheet with snow deflector mounted at top? YES NO

X7.1.3 OPTION #3 - Will you provide an 8 1/2 foot plow with snow deflector mounted at top? YES NO

X7.1.4 Will snow deflector be rubber with top reinforcement? YES NO

X7.2 Will ribs be electrically welded to top and bottom angle YES NO

X7.3 Will formed steel plow shoes be provided, height adjustable YES NO

X7.4 Will trip springs be provided on unit and have shielded shock absorber for dampening blade trip return YES NO

- X7.5 Does blade pivot to follow contour of road YES ___ NO
- X7.5.1 Will two (2) highly visible vinyl coated spring wound blade guides be provided YES ___ NO
- X7.6 Plow angle 30 min degrees to right and left
- X7.7 Is frame and quadrant manufacturers heaviest duty available YES ___ NO
- X7.8 Are lift chains high test steel with 2600 lbs. working load limit YES ___ NO
- Hydraulic lift YES ___ NO *Hydraulic cylinder lifts lift bar which lifts chains which lift unit.*
- X7.9 Does lift frame have provision for out front hydraulics and light kit YES ___ NO
- X7.9.1 Two (2) self storing adjustable plow stands integrated into the plow attachment mechanism YES ___ NO
- Do stands have connecting hook and lever with integral lock pin YES ___ NO
- X7.9.2 Is lift frame 2 piece construction and lower lift frames include drive in alignment horns YES ___ NO
- X7.10 Will plow stands be provided for storage YES ___ NO
- X7.11 Are hydraulics electric solenoid activated YES ___ NO
- X7.12 Is blade drop speed adjustable YES ___ NO
- X7.13 Are hydraulics controlled by a single lever in cab control with on/off switch and indicator light YES ___ NO
- X7.14 Does unit have an isolation module feature to isolate plow control from vehicle's sensitive electronic system? YES ___ NO
- X7.15 Does control allow a float position when lowered and able to angle left or right when in float YES ___ NO
- X7.16 Is unit grounded to negative terminal of battery YES ___ NO
- X7.17 Does hydraulic unit stay with plow when disconnected from the vehicle YES ___ NO
- X7.18 Are there dual beam halogen headlamps plus combination part and turn signals mounted in combination with plow unit YES ___ NO
- X7.19 Will a vehicle specific pre-wired harness be provided YES ___ NO

X7.20 Will blade assembly, A-frame, quadrant, and lift frame with hydraulic unit and lights be removed in one step from truck as one complete unit YES NO

X7.21 Will power and control harness have quick disconnects and covers at grille YES NO

X7.22 Describe propose method of painting: ALL STEEL PARTS THAT ARE
PAINTED ARE POWDER COATED. INDUSTRY STANDARD
POWDER COAT PAINT PROCESS.

X7.23 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970" YES NO

X7.24 Does unit conform to the advertising guidelines YES NO

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: LH Jones Equipment Co.

Signed: [Signature]

Title: VP

Date: cd/1/07

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 owed 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 exceed 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: CH JONES EQUIPMENT CO.

Authorized Signature:  Date: 10/1/07



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
708EC002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

*709043957 01 304-292-1307

L H JONES EQUIP CO
 1825 EARL CORE ROAD

MORGANTOWN WV 26505

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
09/25/2007	NET 30 DAYS	Motor Freight	Buckhannon, WV	No charge
BID OPENING DATE:	10/03/2007		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.		
				BID OPENING DATE AND TIME REMAINS 10/03/07 @1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	EA		765-61		
				SRIC SNOWPLOW - PICKUP TRUCK PLOW		
				***** THIS IS THE END OF RFQ 708EC002 ***** TOTAL:		

See Page 16 of ORIGINAL BID

See Page 16 of Original bid

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304 292 1307	10/1/07	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>[Signature]</i>	55-0551865		

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

ADDENDUM #1
708EC002

OPEN END CONTRACT

SRIC SNOWPLOW – PICKUP TRUCK PLOW
WITH OPTIONS OF 7 1/2 FOOT, 8 FOOT, OR 8 1/2 FOOT PLOW

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

X6.0 SPECIFICATIONS - GENERAL

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

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

If not, why? _____

TO:

X6.0 SPECIFICATIONS - GENERAL

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

7 1/2 Foot IUTPY75, Western Products, 2007 Production

8 Foot IUTPY80, Western Products, 2007 Production

8 1/2 Foot IUTPP85, Western Products, 2007 Production

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

If not, why? _____

SIGN IN SHEET
RFQ # 708EC002
Date: 9-17-07

Firm & Representative Name:	Mailing Address:	Phone, Fax, & E-Mail:
1. <u>DON WEESE</u> <u>TODD CAMPBELL</u>	<u>D.O.H.</u>	P _____ F _____
		E-mail _____
2. <u>MICHAEL P GRADY</u> <u>WV TRACTOR CO</u>	<u>PO BOX 473</u> <u>CHAS, WV 25322</u>	P <u>346-5301</u> F <u>346-5305</u>
		E-mail <u>wvtractor@msn.com</u>
3. <u>CURT McMillion</u> <u>J&J FABRICATING</u>	<u>PO, BOX 237</u> <u>STANFORD, WV</u>	P <u>(304) 255-1441</u> F <u>(304) 255-0516</u>
		E-mail <u>jandjfabricating.net</u>
4. <u>Len Hancock</u> <u>LH Jones Equip.</u>	<u>1825 EARL COOK RD.</u> <u>MORGANTOWN, WV 26305</u>	P <u>292 1307</u> F <u>292 6641</u>
		E-mail <u>len@lhjones.com</u>
5. _____ _____	_____ _____	P _____ F _____
		E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!



1825 Earl Core Road
Morgantown, WV 26505
Local Phone: 304-292-1307
Toll Free: 888-292-1305
Fax: 304-292-6641
www.lhjones.com

October 1, 2007

Mr. Michael Austin
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Dear Mr. Austin

This letter, included as part of L.H. Jones Equipment Company's response to RFQ# 708EC002, serves to address issues which are at the option of the successful bidder.

First, as per Exhibit 6, page two, L.H. Jones Equipment Company hereby requests a Price Adjustment Provision as per the RFQ. As stated in the RFQ, the price adjustment provision will cover "both upward and downward movement" and any adjustments will be "based on the 'pass through' increase or decrease of raw materials and/or labor." Any adjustments that are submitted will be as an "actual dollar figure" as described.

Second, as per Exhibit 4, page three, L.H. Jones Equipment Company hereby declines to extend bid prices, terms, and conditions of the bid to county, school, municipal and other local government bodies. Unfortunately, the low volume purchases typically made by such agencies do not allow the manufacturer to recoup their costs associated with such purchases.

If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Regards,

A handwritten signature in black ink, appearing to read 'LH', is written over a white background.

Leonard "Len" Hancock Jr.
Vice President

April 1, 2005
Lit. No. 13619, Rev. 2
Supercedes June 1, 2002



Warranty Manual

- **Commercial/Consumer Warranties**
 - **Shop Labor Rate Update Form**
 - **Policy and Procedures**
 - **Labor Flat Rates**

TABLE OF CONTENTS

Section 1

POLICY AND PROCEDURES

Introduction	2
1.1 Product Warranty Coverage	2
1.2 Warranty Limitations	2
1.3 Labor	3
1.4 Replacement Part(s) Warranty	3
1.5 Service Part(s) Warranty	3
1.6 Distributor Responsibility	4
1.7 Repair vs. Replacement	4
1.8 Completion of Return Materials Authorization (RMA) Form	4
1.9 Special Considerations	5
1.10 Manual Updates	5

Section 2

LABOR FLAT RATES

2.1 Purpose	6
2.2 Important Suggestions	6
2.3 Labor Flat Rate Times	6

APPENDIX

A Suburbanite™ Personal Snowplow Consumer Warranty	8
B WESTERN® Snowplow Consumer Warranty	9
C WESTERN® Snowplow Commercial Warranty	10
D WESTERN® Spreader Consumer Warranty	11
E WESTERN® Spreader Commercial Warranty	12
F Shop Labor Rate Update Form	13

SECTION 1 - POLICY AND PROCEDURES

The following information describes the warranty policy and procedures that should be followed for processing of all warranty claims pertaining to WESTERN® snow and ice control equipment.

This policy is extended only to authorized Western Products distributors. Western Products reserves the right at any time to change any or all of the policy and procedures or the labor flat rates. These changes become effective immediately upon written notification and will supersede any previous notices regarding policy.

The user of the product must present the bill of sale or equivalent to verify the purchase date and validate this warranty.

1.1 Product Warranty Coverage

Western Products warrants each WESTERN snowplow or spreader for a period of two (2) years after the date of original purchase, to be free from defects in material and workmanship. Western Products warrants each Suburbanite™ snowplow for a period of one (1) year after the date of original purchase, to be free from defects in material and workmanship. If within the warranty period any part is proven to Western Products' satisfaction to be defective, that part will be replaced or repaired by Western Products or its authorized distributor. (See Appendices A through E for Consumer and Commercial Limited Warranty Sheets.)

To obtain service under warranty, the product must be returned to an authorized distributor. (See section 1.5 paragraph C.) The user of the product must present the bill of sale or equivalent to verify the purchase date and validate this warranty.

1.2 Warranty Limitations

The foregoing warranty has limitations and shall **not** apply to the following:

- A. Repair of parts that are not manufactured or approved by Western Products, or any damage caused by use of such parts.
- B. Unauthorized alterations and modifications to the equipment that would cause product failure.
- C. Failure resulting from user subjecting equipment to conditions other than normal use or service.
- D. Failures resulting from operations other than snow removal or ice control.
- E. Repairs resulting from improperly installing, servicing, modifying, or not complying with Western Products installation instructions and procedures, Mechanics Guides, Service Bulletins, or any other literature pertaining to servicing the product.
- F. Standard product maintenance such as, but not limited to:
 - re-tightening fasteners
 - re-filling fluids
 - periodical adjustments
 - cleaning and/or greasing electrical connections
 - etc.
- G. Wear item parts replaced due to the normal operating conditions such as, but not limited to:
 - disc shoes
 - cutting edges
 - blade guides
 - etc.
- H. Parts replaced due to corrosion or contamination caused by improper maintenance or storage of equipment.
- I. Paint finish.
- J. Finish damage due to shipping, handling, storage, and/or use.
- K. Repairs or parts replaced due to incorrect troubleshooting of the initial repair.
- L. Repairs performed on the product by other than an authorized distributor or dealer. (Except as noted in Distributor Responsibility Section 1.6, paragraph C.)
- M. Repairs or damage not resulting from material defects or workmanship.
- N. Repairs or damage to motor vehicle and/or frame of vehicle as a result of installing snowplow equipment to the vehicle.
- O. Indirect cost incurred by user while plow is being repaired during warranty period such as, but not limited to:
 - lost time
 - equipment rental
 - transportation charges
 - miscellaneous charges not directly related to the product defect
 - etc.

SECTION 1 - POLICY AND PROCEDURES

1.3 Labor

- A. Labor credit allowance is available to the distributor for each part determined by Western Products to be warrantable. The allowance is based on the established distributor shop labor rate documented at Western Products, and computed in accordance with the current labor flat rates.
- B. Distributor labor rates indicating the current shop labor rate must be reported to Western Products on Labor Rate Update Forms (see Appendix F). Distributors may have one update to their shop labor rate at any time during the year.
- C. Labor allowance will be credited only to parts proven to Western Products' satisfaction to be defective.
- D. Parts visually defective upon installation are not covered by labor warranty.
- E. When there are no replaced parts to be returned, as in the case of distributor adjustment or reconditioning, a shop work order must accompany a *completed* Return Material Authorization (RMA) form when mailing to Western Products' Technical Service department for labor consideration.
- F. Western Products reserves the right to adjust the labor allowance in accordance with the labor flat rates in effect at the time of repair.
- G. If extenuating circumstances arise where additional labor is involved, the added operations should be thoroughly explained in writing and attached to the RMA form. Technical Service will review the request for additional labor.
- H. Approval of labor allowance will be determined by Western Products' Technical Service department. This department reserves the right to reject any labor claims that do not conform with the warranty policy and procedures set forth in this manual.

1.4 Replacement Part(s) Warranty

- A. Replacement parts, or credit if requested, will be issued to the distributor at net price if Western Products determines parts are defective. However, all warranted hydraulic units and valve assemblies will be rebuilt by Western Products and shipped to distributor *prepaid*.
- B. All parts replaced under warranty are to be returned to Western Products *prepaid* and identified with an attached RMA form. Photographs, in place of hard goods, are acceptable only on large assemblies such as blades, hoppers, etc. Photographs must be authorized by Western Products and attached to a completed RMA form. Photographs should clearly show the problem with the component.
NOTE: Parts that are photographed must be retained by distributor until disposal of parts is authorized by Technical Service.
- C. Warranty approval will be determined by Technical Service. If approval is rejected, labor allowance will also be rejected.
- D. **Warranty-denied parts will be returned to distributor by United Parcel Service (UPS). Parts requiring common carrier shipment will be sent freight collect, or scrapped, based upon distributor's preference. If disposition is still undetermined after forty-five (45) days, parts will be scrapped.**
- E. Warranty replacement or factory repaired parts are warranted for the remainder of the original warranty.
- F. Western Products reserves the right to request a copy of the bill of sale or equivalent on any claim.

1.5 Service Part(s) Warranty

- A. The warranty for accessories, service parts and components purchased separately by a user is limited to one year from date of purchase.
- B. Warranty on a purchased service part that is being replaced will be limited to the remainder of the original part warranty.
- C. A copy of the bill of sale must be attached to each claim (RMA).

SECTION 1 - POLICY AND PROCEDURES

1.6 Distributor Responsibility

- A. If possible, warranty repairs should be performed by the distributor that originally sold or installed the product. The original distributor will be able to determine if the equipment is within the warranty period, and will also know the history of the equipment being repaired.
- B. Warranty repairs that are performed by an authorized distributor, but not the original seller/installer of the product, must obtain a copy of the bill of sale or equivalent and attach it to the RMA being submitted to Technical Service.
- C. When repairs are performed outside Western Products' distributor network, all reimbursement for warranty must include a copy of the bill of sale and be processed through an authorized distributor. It is the responsibility of the authorized distributor to follow warranty policy and procedures, regardless of where the product was purchased, and forward the RMA form with claimed defective parts to Western Products *prepaid*. Reimbursement for defective parts will be at distributor net price, and labor allowance shall not exceed the authorized distributor shop labor rate computed with the current labor flat rates. The authorized distributor is expected to reimburse the sub-distributor/repair shop upon credit from Western Products.

1.7 Repair vs. Replacement

The distributor is expected to choose the most cost-effective procedure in making repairs. Western Products reserves the right to limit the labor allowance for the repair of a part if it exceeds the replacement cost of part.

1.8 Completion of Return Materials Authorization (RMA) Form

An RMA form must be filled out completely and legibly in order to expedite a warranty claim. RMA forms are available from Western Products' Customer Service (see example of RMA form).

Technical Service shall reject any warranty requests that have been misrepresented, or any RMA forms that are inaccurate, incomplete, or illegible.

- A. Contact Customer Service to obtain an RMA number and name of the person giving the authorization.
- B. Complete the requested information as follows (refer to sample RMA form):
 1. RMA number
 2. Person who authorized the RMA

Sample RMA Form

WARRANTY / PRODUCT RETURN FORM			
PLEASE PRINT - PRESS FIRMLY WITH BALLPOINT PEN.	RMA# _____	ISSUED BY _____	DISTRIBUTOR ACCT # _____ DATE _____
	DISTRIBUTOR _____		CITY/STATE _____
	SUBDEALER/CUSTOMER _____		DATE SOLD _____
	YEAR/VEHICLE TYPE _____		DATE REPAIRED _____
	SERIAL # _____	<input type="checkbox"/> CREDIT <input type="checkbox"/> REPLACE <input type="checkbox"/> NO LABOR <input type="checkbox"/> LABOR	
	(HYDRAULIC, BLADE, SPREADER, OR BOX#)		
	QTY.	PART #	DESCRIPTION OF PART
			REASON FOR RETURN / REPAIR / REPLACE
	CLAIM SUBMITTED BY _____		TITLE _____
	PHONE # _____	FAX # _____	
	INCOMPLETE CARDS MAY RESULT IN AN AUTOMATIC DENIAL OF THE CLAIM (See instructions on back)		

SECTION 1 - POLICY AND PROCEDURES

3. Distributor account number
4. Date the RMA is filled out
5. Distributor name and city/state
6. Customers name
7. Date sold
RMA's with no date of purchase will be returned automatically.
8. Year, make and model of vehicle
9. Date repaired
10. Hydraulic unit serial number for plows or unit serial number for spreaders
RMA's with no serial number of a repaired unit will be automatically returned.
11. Check whether requesting credit or part replacement.
12. Check applicable labor box.
13. Give quantity, part number and description of each part.
14. Give a brief description of the reason for return/repair or replace. List service bulletins if applicable.
15. Sign the form and list title.
16. Include phone and fax number.

- C. Attach hard copy of form to part and return to Western Products *prepaid* within 30 days for full part and/or labor allowance consideration. If returned within 60 days, only allowance for part will be considered. Claim is void beyond 60 days.
- D. Other copies of form are for distributor's use. One copy is for customer and one for sub-distributor, if applicable.
- E. Complete a pink RMA return tag and apply it to the outside of each package.


1.9 Special Considerations

Problems that occur outside of the two (2) year warranty period, but are viewed by the distributor as the manufacturer's responsibility, must be submitted in writing and will be considered on an individual basis. Contact Technical Service for special consideration.

1.10 Manual Updates

- A. When necessary, an update manual will be issued and mailed in printed form.
- B. This manual is dated in the upper righthand corner of the front cover. After receiving an updated manual, dispose of the outdated issue.

Sample PINK Return Tag

FROM:	No. of Packages _____ of _____
TO: WESTERN® PRODUCTS 7777 N. 73 rd Street Milwaukee, WI 53223	
	
RETURN AUTHORIZATION # _____	
This tag must appear on the OUTSIDE of return shipment.	

SECTION 2 - LABOR FLAT RATES

2.1 Purpose

This section was developed to direct distributors in calculating their labor cost when applied toward Western Products' labor warranty policy. It contains the majority of service operations performed on WESTERN® snow and ice control equipment and the time it takes to perform each operation. The flat rate schedule can also be used when calculating labor for customers.

All time is calculated in tenths of an hour (1/10 of an hour equals 6 minutes).

2.2 Important Suggestions

All operations in this section have been timed according to the steps and procedures in the WESTERN Service Manual, Mechanic Guides and Service Bulletins. Variations in repair procedures may reflect different labor times.

The following suggestions may help you stay within the recommended flat rate standards:

- A. Use the proper tools.
- B. Follow the recommended procedures.
- C. Use only replacement parts manufactured or approved by Western Products.
- D. Use high-speed air tools whenever possible.
- E. If corroded fasteners cannot be easily removed with tools, remove fasteners with cutting torch. (Considerable time can be saved using a cutting torch when used carefully.)
- F. Use one mechanic per repair operation unless a second is temporarily needed for assistance.
- G. The original mechanic should proceed without interruption through the entire operation.
- H. The mechanic should consult a supervisor when trouble shooting becomes time consuming. DO NOT rely on the "trial-and-error" method.
- I. The mechanic should be made aware of the labor flat rate time expected for the operation.
- J. Use standard safety methods and practices when servicing snow removal equipment which should include wearing proper personal protective equipment.

2.3 Labor Flat Rate Times

SNOWPLOWS

BLADES and ATTACHMENTS	HOURS
A-Frame (Straight Blade).....	1.0
A-Frame / T-Frame (MVP® Snowplow)	2.0
Base Angle (MVP)	1.0
Blade (Straight)	1.0
Blade Wing (MVP)	1.6
Center Flap Kit (MVP)	0.5
Cutting Edge	0.5
Deflector (Rubber or Poly).....	0.3
Lift Chain	0.1
Lift Channel / Arm	0.2
Lift Frame (Upper/Lower) / Headgear	1.0
Pivot Bar	0.5
Pivot Plate or Pin	0.5
Poly Blade Sheet	1.0
Quadrant	1.0
Stand Assembly	0.3
Stand Shoe	0.1
Trip Spring / Shock Absorber	0.2
Trip Spring (MVP)	0.4

TRUCK MOUNT ASSEMBLIES	HOURS
Complete Mount Assembly	2.0
Mount DS or PS	1.0

HYDRAULICS	HOURS
Base Lug	0.6
Cartridge Valve	0.4
Cartridge Valve Coil	0.3
Hose / Fittings	0.2
Housing (ISARMATIC® Unit).....	2.5
Hydraulic Unit (Straight Blade)	0.5
Hydraulic Unit (MVP)	0.7
Motor Seal (ISARMATIC)	0.4
Packing Nut / Gland Nut	0.6
Pickup Tube / Filter / Diffuser / Retainer Clip	0.8
PolyPak Seal Kit	1.0
Primary Valve Block (MVP)	1.8
Pump or O-Ring	0.8
Pump Shaft Seal	1.5
Ram Assembly (Single Acting)	0.4
Ram Assembly (Double Acting)	0.5
Reservoir or O-Ring	0.5
Secondary Valve Block (MVP)	0.8
Valve Manifold Block (ISARMATIC).....	0.5
Valve Manifold Block (FloStat® Unit)	1.2
Valves (Poppet, Relief, PO Check).....	0.3

SECTION 2 - LABOR FLAT RATES

ELECTRICAL	HOURS	HOPPER SPREADERS	HOURS
Cab Control	0.3	Bearing	1.0
Control Components	0.5	Belt	0.3
Headlamp Assembly	0.4	Control	0.5
Headlamp Relay / Park-Turn Kit	0.3	Control Switches	0.3
Isolation Module	0.4	Conveyor Chain or Link	1.5
Motor	0.4	Electric Clutch	0.8
Motor Relay	0.3	Gear Case or Drive Sprocket	4.0
Plow Battery Cable	0.3	Hydraulic Motor	0.5
Plow Control Harness	0.4	Idler Sprocket (Set)	1.0
Plow Lighting Harness	1.0	Motor Relay	0.3
Plug-In Headlamp Harness	0.8	Pulley	0.3
Sealed Beam Bulb	0.3	Rod End (Set)	0.4
Vehicle Battery Cable	0.4	Spinner	0.3
Vehicle Control Harness	1.0	Spinner Shaft	1.0
Vehicle Lighting Harness	0.3	Spreader Harness	0.6
		Throttle Motor/Arm or Choke Switch	0.5
		Vehicle Harness	1.0

SPREADERS

TAILGATE SPREADERS	HOURS
Auger	0.5
Bearing – Lower (Low Profile)	0.2
Bearing – Upper (Low Profile)	1.1
Bearings (PRO-FLO™ 2 Spreader)	0.3
Belt	0.5
Control	0.2
Conveyor Belt	1.0
Conveyor Roller	1.2
Deflector	0.3
Flange Bearing (PRO-FLO™ Spreader)	0.4
Gearbox / Drive Roller	2.0
Hopper	2.0
Hopper (PRO-FLO 2)	0.5
Motor (Low Profile)	0.8
Motor (PRO-FLO, PRO-FLO 2)	0.5
Pulley (Low Profile)	0.9
Pulley (PRO-FLO, PRO-FLO 2)	0.4
Spinner	0.5
Spinner Shaft	1.5
Spinner Shaft (PRO-FLO 2)	0.4
Spreader Harness	0.5
Stop Light Assembly	0.3
Stub Shaft	0.5
Vehicle Harness	1.0

UTS - 696	HOURS
Auger	1.0
Bearing	0.3
Motor	0.5
Spinner	0.2

APPENDIX A



WESTERN PRODUCTS
P.O. BOX 245038
MILWAUKEE, WI 53224-9538

Suburbanite™ PERSONAL PLOW CONSUMER LIMITED WARRANTY

 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

LIMITED WARRANTY TO CONSUMERS

COVERAGE

Western Products, a division of Douglas Dynamics, L.L.C. warrants to each purchaser of a Suburbanite™ Personal Plow for personal, family or household use that the snowplow will, for a period of one (1) year after original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Western Products does not authorize any party, including its authorized distributors, to offer any other warranty on behalf of Western Products. Upon expiration of the warranty periods, Western Products will have no further liability related to the snowplow, except with respect to warranty claims arising during the warranty periods.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WHAT IS NOT COVERED

THIS IS NOT A COMMERCIAL WARRANTY AND WESTERN PRODUCTS MAKES NO WARRANTY WHATSOEVER FOR USE OF THIS PRODUCT FOR COMMERCIAL, MUNICIPAL OR SIMILAR HEAVY DUTY USE OR APPLICATION.

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, nor does it cover any snowplow subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except Western Products.

Further, attachment of a WESTERN® snowplow to a vehicle, including any necessary modification of the snowplow and/or the vehicle, is entirely at the purchaser's risk and expense and compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

REMEDY FOR DEFECTIVE SNOWPLOW

Upon receipt by Western Products or an authorized distributor of any defective snowplow covered by this warranty, Western Products will, at its option, repair or replace the defective snowplow at its expense including labor costs at its standard rate incurred while repairing said snowplow, provided that the purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below. The snowplow so repaired or supplied as a replacement will be shipped to the purchaser of the defective snowplow, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SNOWPLOW, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WESTERN PRODUCTS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SNOWPLOW, WHETHER BASED ON WESTERN PRODUCT'S BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a snowplow arising during the warranty period becomes known, the purchaser of the snowplow must notify an authorized distributor of the claim defect, in writing, and provide proof of original purchase. If the authorized distributor requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the authorized distributor. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

The following are registered (®) or unregistered (™) trademarks of Douglas Dynamics, L.L.C.: WESTERN® and Suburbanite™.

APPENDIX B



WESTERN PRODUCTS
P.O. BOX 245038
MILWAUKEE, WI 53224-9538

WESTERN® SNOWPLOW
CONSUMER
LIMITED WARRANTY

A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

LIMITED WARRANTY TO CONSUMERS

COVERAGE

Western Products, a division of Douglas Dynamics, L.L.C. warrants to each purchaser of a WESTERN® snowplow for personal, family or household use that the snowplow will, for a period of two (2) years after original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Western Products does not authorize any party, including its authorized distributors, to offer any other warranty on behalf of Western Products. Upon expiration of the warranty periods, Western Products will have no further liability related to the snowplow, except with respect to warranty claims arising during the warranty periods.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WHAT IS NOT COVERED

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, nor does it cover any snowplow subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except Western Products.

Further, attachment of a WESTERN snowplow to a vehicle, including any necessary modification of the snowplow and/or the vehicle, is entirely at the purchaser's risk and expense and compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

REMEDY FOR DEFECTIVE SNOWPLOW

Upon receipt by Western Products or an authorized distributor of any defective snowplow covered by this warranty, Western Products will, at its option, repair or replace the defective snowplow at its expense including labor costs at its standard rate incurred while repairing said snowplow, provided that the purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below. The snowplow so repaired or supplied as a replacement will be shipped to the purchaser of the defective snowplow, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SNOWPLOW, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WESTERN PRODUCTS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SNOWPLOW, WHETHER BASED ON WESTERN PRODUCTS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a snowplow arising during the warranty period becomes known, the purchaser of the snowplow must notify an authorized distributor of the claim defect, in writing, and provide proof of original purchase. If the authorized distributor requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the authorized distributor. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

APPENDIX C



WESTERN PRODUCTS
P.O. BOX 245038
MILWAUKEE, WI 53224-9538

WESTERN® SNOWPLOW COMMERCIAL LIMITED WARRANTY

A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

WESTERN® SNOWPLOW COMMERCIAL WARRANTY

Western Products warrants to each purchaser of a WESTERN® snowplow for other than personal, family or household use that the snowplow will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty periods any part thereof is proved to Western Products satisfaction to be defective, such part shall be repaired by Western Products or its authorized distributor or, at Western Products option, replaced f.o.b. Western Products factory without charge, including labor costs at its standard rate incurred while repairing said snowplow. Western Products obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Western Products receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Western Products option, the return of the allegedly defective part to Western Products f.o.b. its factory or to its authorized distributor.

This warranty shall not apply to finish or any parts not furnished by Western Products or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Western Products so as, in Western Products judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN snowplow.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

WESTERN PRODUCTS LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. WESTERN PRODUCTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of WESTERN snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of WESTERN snowplow. Although WESTERN snowplows are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

This warranty is not offered to purchasers of snowplows for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.

WESTERN® is a registered® trademark of Douglas Dynamics, L.L.C.

APPENDIX D



WESTERN PRODUCTS
P.O. BOX 245038
MILWAUKEE, WI 53224-9538

WESTERN® SPREADERS
CONSUMER
LIMITED WARRANTY

 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

LIMITED WARRANTY TO CONSUMERS

COVERAGE

Western Products, a division of Douglas Dynamics, L.L.C. warrants to each purchaser of a WESTERN® spreader for personal, family or household use that the spreader will, for a period of two (2) years after original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Western Products does not authorize any party, including its authorized distributors, to offer any other warranty on behalf of Western Products. Upon expiration of the warranty periods, Western Products will have no further liability related to the spreader, except with respect to warranty claims arising during the warranty periods.

THIS WARRANTY IS OFFERED IN LIEU OF ANY OTHER EXPRESS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WHAT IS NOT COVERED

This warranty shall not apply to finish, engine or any parts not furnished by Western Products or any damage caused by such parts, nor does it cover any spreader subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance or storage, or repair or alteration by anyone except Western Products. Engine manual has separate engine warranty.

Further, attachment of a WESTERN spreader to a vehicle, including any necessary modification of the spreader and/or the vehicle, is entirely at the purchaser's risk and expense and compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN spreader.

REMEDY FOR DEFECTIVE SPREADER

Upon receipt by Western Products or an authorized distributor of any defective spreader covered by this warranty, Western Products will, at its option, repair or replace the defective spreader at its expense including labor costs at its standard rate incurred while repairing said spreader, provided that the purchaser of that spreader has followed the procedure for obtaining warranty performance set forth below. The spreader so repaired or supplied as a replacement will be shipped to the purchaser of the defective spreader, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

PURCHASER'S REMEDIES FOR A DEFECTIVE SPREADER, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARE LIMITED TO THE REMEDY PROVIDED BY THIS WARRANTY; AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WESTERN PRODUCTS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SPREADER, WHETHER BASED ON WESTERN PRODUCTS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.


PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after any defect in a spreader arising during the warranty period becomes known, the purchaser of the spreader must notify an authorized distributor of the claim defect, in writing, and provide proof of original purchase. If the authorized distributor requests, the purchaser must return the spreader, with all transportation charges prepaid, to the authorized distributor. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

APPENDIX E



WESTERN PRODUCTS
P.O. BOX 245038
MILWAUKEE, WI 53224-9538

 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

WESTERN® SPREADERS COMMERCIAL LIMITED WARRANTY

WESTERN® SPREADERS COMMERCIAL WARRANTY

Western Products warrants to each purchaser of a WESTERN® spreader for other than personal, family or household use that the spreader will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty period any part thereof is proved to Western Products satisfaction to be defective, such part shall be repaired by Western Products or its authorized distributor or, at Western Products option, replaced f.o.b. Western Products factory without charge, including labor costs at its standard rate incurred while repairing said spreader. Western Products obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Western Products receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Western Products option, the return of the allegedly defective part to Western Products f.o.b. its factory or to its authorized distributor.

This warranty shall not apply to finish, engine or any parts not furnished by Western Products or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Western Products so as, in Western Products judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Engine manual has separate engine warranty. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN spreader.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

WESTERN PRODUCTS LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. WESTERN PRODUCTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of WESTERN spreader to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of WESTERN spreader. Although WESTERN spreaders are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the spreader or the vehicle required to attach the spreader.

This warranty is not offered to purchasers of spreaders for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.

The following is a registered® trademark of Douglas Dynamics, L.L.C: WESTERN®.

APPENDIX F

Distributor labor rates indicating the current shop labor rate must be reported to Western Products on Labor Rate Update Forms. Distributors may have one update to their shop labor rate at any time during the calendar year.

To update the shop labor rate currently documented at Western Products, a photocopy of this form should be filled out. Return by mail or FAX to Western Products.

Mail to: Western Products
Technical Service Department
P.O. Box 245038
Milwaukee, WI 53224-9538

FAX to: (414) 354-6664 or (800) 236-6692

Shop Labor Rate Update Form

SHOP LABOR RATE UPDATE	
Distributor _____	Acct _____
City & State _____	
New labor rate for the _____ year is \$ _____/hr.	
Old labor rate for the _____ year was \$ _____/hr.	
1. Competitor Name: _____	
Rate/hour: _____	
2. Competitor Name: _____	
Rate/hour: _____	
Signature _____	Date: _____
<i>Factory use only:</i>	
Date entered: _____	Entered by: _____



 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

WESTERN PRODUCTS • 7777 N. 73rd Street • Milwaukee, WI 53223

Western Products reserves the right under its product improvement policy to change construction or design details and furnish equipment when so altered without reference to illustrations or specifications used. Western Products and the vehicle manufacturer may require and/or recommend optional equipment for snow removal/spreaders. Do not exceed vehicle ratings with a snowplow/spreader. Western Products offers a limited warranty on all snowplows, spreaders and accessories. See separately printed page for this important information. The following are registered (®) or unregistered (™) trademarks of Douglas Dynamics, L.L.C.: FloStat®, ISARMATIC®, MVP®, PRO-FLO™, PRO-FLO™ 2, Suburbanite™, WESTERN®.