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

## Request for Quotation

7010EC06

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

\*709035731 304-949-6400 CECIL I WALKER MACHINERY COMPA PO BOX 2427

CHARLESTON WV 25329

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201
304-4

304-472-1750

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## 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="https://www.state.wv.us/admin/purchase/vrc/hipaa.htm">www.state.wv.us/admin/purchase/vrc/hipaa.htm</a> and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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#### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

#### PROCUREMENT SPECIFICATIONS NO. 250-1-F

#### 4 ION TANDEM AXLE TRAILER

#### 1.0 PURPOSE

It is the purpose of these specifications to describe a 4 Ton Tandem Axle Trailer (hereinafter referred to as a "trailer" 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 IO 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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. 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 vendor's 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 120 days after receipt of purchase agreement. 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 receipt 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
- 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. 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, 2010 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 or service 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 to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

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 excluding abuse and normal wear items 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 UNIT ARE AS FOLLOWS:

Trailer: This specification is intended to describe a 4 Ton Capacity Tandem Axle Trailer. The trailer must conform to these specifications and must be Manufacturer's current standard model, including all component parts. Must be capable of being towed over both improved and unimproved roads with a full capacity load.

- 7.1 Load capacity 8,000 pounds minimum.
- 7.2 Overall dimension 96 inches maximum width and approximately 18 feet 6 inches length.
- 7.3 Platform:
- 7.3.1 Between wheels deck shall be low loading height for use with steel wheel rollers.
- 7.3.2 Length 12 feet.
- 7.3.3 Width 77 inches approximately between wheels
- 7.3.4 Height 18 inches from ground level.
- 7.3.5 Deck shall be constructed of oak hardwood having uniform thickness of 2 inches. (green lumber is NOT acceptable).
- 7.3.6 Flooring to be secured to the frame members by means of floor clips and counter sunk bolts. Drilling to frame shall be avoided.
- 7.3.7 To have four (4) stake pockets per side evenly spaced.
- 7.3.8 Two (2) loading ramps bordered with 2 inch x 2 inch x 1/4 inch steel angle covered with 2 inch oak boards.
- Each ramp designed for lateral adjustment from side to middle of deck at rear
- 7.3.10 Each ramp to include a spring assist lift and chain type stow device.
- 7.4 Frame:
- 7.4.1 Main frame constructed of 6 inch x 4 inch x 3/8 inch steel angle with 3 inch channel crossmembers or an approved equal.
- 7.4.2 Tongue shall be A-frame, tag type, with five (5) position 2 5/8 inch ID pintle eye hitch.

7.4.3	Manufacturer's safety chains shall be of adequate size and strength for trailer capacity specified.
744	Front jack shall be 10,000 pounds capacity.
7.4.5	Manufacturer's fenders shall be mounted over tandem axles and of adequate strength to support weight of operator.
7.4.6	Lockable tool box for storage shall be built into A-frame area, and to be water sealed.
7 5	Suspension:
7.5.1	Suspension shall be tandem axle 6,000 pounds each minimum.
7.5.2	Wheels and tires shall be Manufacturer's standard for trailer capacity and GVWR specified.
753	GVWR 12,000 pounds
76	Brakes:
7.6.1	Brakes shall be electric type with emergency breakaway switch kit.
7.7	Electrical:
7.7.1	Unit to have ICC reflectors.
7.7.2	Lights shall be LED type.
77.3	Lighted license plate bracket to be provided.
7.7.4	7-way electrical male plug Cole Hersee Part #12081 or equal.
7.7.5	Electrical system to be Manufacturer's heavy duty complete 12 volt system.
77.6	Red and white conspicuity requirements to comply with HHTSA.
7.7.7	All wiring to be incased in wire looms or conduit and adequately secured to trailer under structure.
7.8	All features that are considered to be manufacturer's standard equipment that are not specifically addressed above shall be provided.

- 7.9 Unit shall be delivered to WVDOH with all manufacturer's recommended safety related decals and safety features intact.
- 7.10 Paint:
- 7.10.1 Manufacturer's standard color for model specified.
- 7.10.2 The procedures used by the manufacturer in cleaning, degreasing, priming and painting are sufficient to meet this requirement except that the manufacturer should substitute blue paint (of equivalent grade or quality to manufacturer's standard colored paint) for manufacturer's standard paint in the finish coats.
- Areas not normally painted the manufacturer standard color(s) on standard units (e.g. some rubber parts, mirrors, exhaust pipe, etc.) are not to be painted blue on units specified herein. Also, areas painted a distinct color (e.g. safety reasons) should be painted as they normally would.
- 7.10.4 Bidder should attach his sample or chip of proposed paint and describe his proposed painting procedure.
- 7.10.5 In order to test the adhesive quality of the paint, the DOH may, at its option, require that the vendor measure adhesion by the criteria setforth in ASTM D3359-74, Method B. A rating of less than 4 on this test would be deemed unacceptable.
- 7.11 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of Manufacturer of the unit.
- 7.12 Advertising: Manufacturer shall attach metal plate on the unit stating manufacturer, serial number, or model number, etc. No large decals or painted advertisement are permitted.
- 7.13 Preventive Maintenance and Operators Orientation/Training:
- 7.13.1 The Manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e. videos, charts, manuals, etc., to be furnished by successful vendor required in conducting the training.

# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

#### BIDDER'S EVALUATION REPORT

## PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 250-1-F

#### 4 TON TANDEM AXLE TRAILER

NOTE TO BIDDER: Procurement Specification No 250-1-F, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: 1010 E COV	
	Bidder's Name: C.I. WALKER MACHINERY Co.	
	Address: P.O. Box 2427 CHARLESTON, WV 25329	
	Telephone Number: (304) 949 - 6400	
	Years Bidder has been registered to do business with the State of West Virginia:	YRS.
	Years Company has been an authorized dealer for proposed unit:	/RS.
X3.2	Have you complied with all mandatory specifications? YES NO	
X4.2 <b>X4.2.1</b>	DELIVERY:  Delivery date of completed representative unit: 30 Calendar Days After  Receipt of Purchase Agreement	ıt
X4.2.2	Delivery date of balance of completed units: Calendar Days After Receipt of Purchase Agreem	ent

The <u>Bidder's Evaluation Reports</u> are ready for download on Purchasing's Web site at <u>www.state.wv.us/admin/purchase</u>

NOTE: Vendors should type Bidders Evaluation Report

X5.0	AWARD CRITERIA;	~ ·
X5.1	Price per unit:	5,490.00 per unit
		of manufacture of proposed unit:  proposed unit attached to your bid? YES NO
X6.2		nanuals, and complete parts list be delivered to the pon completion of delivery of total units? YES NO
	Will the required Equipment Prevent Report) be provided upon inspection	ive Maintenance Form (Section X6.2 of Bidders Evaluation of the pilot unit? YESNO

X6.2 2-10-00

#### EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPI	ION: 4 TON TANDEM AX	ie trazier	MAKE: Townster
M	ODEL: T-12P	YEAR: 2010	PURCHASE AMOUNT: #5,490.00
ENGINE:	MAKE: N/M	MODEL:	FUEL TYPE:
	HORSEPOWER:	CYLINDER:	_ ENGINE SERIAL:
	COOLING SYSTEM CAPACITY: _		
BELTS:	DESCRIPTION:		I NUMBERS:
	MA		
GVW: 12	2,000 lbs. AXLE CAPAC	CITY: FRONT:	REAR:
TIRES:	FRONT MAKE & SIZE: 235	1/85R × 16	<u>- E</u>
	REAR MAKE & SIZE:		
DIMENSIO			IH: <u>96"</u> LENGIH:
			PHONE: (304) 543-5406
PARTS:			
	MAKE	MODEI ·	CCA.
TOP OR SI	DE POST:	DIMENSIONS: LENG	CCA:THWIDTHHEIGHT
SPARK PL	UGS OR FUEL INJECTORS MAKE:	PAR	I#
FUEL PUM	P OR INJECTION PUMP MAKE:	MOD	EL:
ALIERNA	TOR MAKE:	PAR	[ #:
SIARIEKI	MAKE:	PAR.	[ #:
TOKBO CH	AKE MAKE:	PAR.	1 #;
HYDRAUL	IC PUMP MAKE: MODI	EL: MOD	I #: I #: AUTO/MANUAL: EL:
			MANUFACIURER TYPE
OIL		ENGINE	
AIR INNER		TRANSMISSI	ON
AIR OUTE		POWER STEE	ERING
FUEL PRIM	1ARY	HYDRAULIC	
FUEL SECO	DNDARY	DIFFERENTI	ALS
COOLANT		BRAKE FLUI	D
HYDRAUL	IC	COOLANI	
OTHER	· · · · · · · · · · · · · · · · · · ·	OIHER	

X6.3	TRAINING:										
	Will training seminar be conducted on Preventive Maintenance, Operator		echanic Ti NO	raining							
	Will you conduct training with each purchase order against this open end contract? YESNO										
	Will training be conducted within 2 working days from the delivery of the purchase order?		YES								
	If NO, explain time frame										
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		to the YES	NO							
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training?YESNO	, videos	s, projecto	ors, required							
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit?  If NO, explain	$\overline{}$	tor proce YES	edures, and NO							
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 wand normal wear items included?  Describe:		ty excludi NO	ing abuse							
	TRAJER HAS A (1) YEAR FULL WARRANTY, A	(5)	) YEAR	. ১৬১१६२४५३०,७							
	WARRANTY, AND A (10) YEAR FRAME & STRI	ں رہی	ZE WAN	rowty							

#### X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

Surcharge for miscellaneous items:

F.

#### THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.) 1. Define the terms of the standard warranty. If not offered, so state. (Attach copy) (1) YEAR FULL WARRANTY (5) YEAR SUSPENSION WARRAUTY (10) YEAR FRAME & STRUCTURE WARRANTY 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 SHOP RATES LASTED BELOW FOR SERVICE AT WALKER MACHINERY FACILITY 3 List locations for parts inventories that are within the State of West Virginia Also, list availability levels, if known. C.I. WALKER MACHENERY (5 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 Terms: Net 30 Α. Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount Manufacturer's published list price less: % discount Terms: Net 60 В. C. Terms: Net 90 5 During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of YES NO Highways? 6. During the term of warranty, list the guaranteed rates charged for repair to the unit. \$ 64.00 per mechanic hour A Shop Rate В. Travel Time Charge \$\_\_\_\_\_ per mechanic hour ; port to port (Specify if one-way) \$\_\_\_\_\_ per vehicle mile C. Mileage Charge ; port to port (Specify if one-way Field Mechanic Rate \$ per mechanic hour D. Ē. Specify period of time that prices are in effect:

X6.6	EVALUATION COMMITTEE REQUIREMENTS
	Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?  YESNO
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? YESNO
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?
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included?
	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: Taumaster Model: T-12P
X7.1	Load capacity 12,000 pounds
X72	Overall dimension 96" wide 18'6" length
X7.3	Platform:
X7.3.1	Does unit offered provide specified low loading height for use with steel wheel rollers? YESNO
X7.3 2	Platform length feet
X7.3.3	Platform width between wheelsinches
X7.3.4	Platform height from ground level 17.5" inches

X7.3.5	Is deck constructed of oak hardwood? (green lumber NOT accept Specify thickness of hardwood inches	table)NO
X7.3.6	Is flooring secured to frame members by means of floor clips/counter	sunk bolts?NO
X7 3.7	Does unit have 4 stake pockets per side evenly spaced?	TES NO D- vanes
X7.3.8	Does unit have 2 loading ramps bordered w/2"x2"x1/4" steel angle co If not specify 3" Channel Steel 5:des	vered w/2" oak boards? YESNO
X7.3.9	Is each ramp designed for lateral adjustment from side to middle of de	eck at rear? YESNO
X7.3 10	Does each ramp include a spring assist lift/chain type stow device?	YESNO
X7.4 F1	ame:	
X7.4.1	Is main frame constructed of 6"x4"x3/8" steel angle with 3" channel cequal?  If not specify 6" I-Bean Frame	rossmembers or an approvedYESNO
X7.4.2	Is tongue A-frame, tag type with 5 position 2 5/8" ID pintle eye his	tch?YESNO
X7.4.3	Does unit have manufacturers safety chains of adequate size/stren specified?	3" pintle hitch gth for trailer capacity YESNO
	Describe:	- PANA.
X7.4 <sub>.</sub> 4	Front Jack capacity 12,000 Pounds	
X7.4.5	Does unit have manufacturers fenders mounted over tandem axles support weight of operator?	s/of adequate strength toNO
X7.4.6	Does unit have lockable tool box for storage built into A-frame are	<i>-</i>
X7.5 Su	spension:	NO
X7.5.1	Is suspension tandem axle? Specify capacity each 7,000 165	YESNO
X7.5.2	Are wheels/tires manufacturers standard for trailer capacity?	NO
X75.3	Specify GVWR 12,000 pounds	

X7.6	Brakes:			
X7.6.1	Are brake electric type with emergency breakaway switch kit?	YES		NO
X7.7	Electrical:			
X7.7.1	Does unit have ICC reflectors:	YES	NO	
X7.7.2	Are lights LED type?	YES	NO	
X7.7.3	Is unit provided with lighted license plate bracket?	YES	NO	
X7.74	Does unit have 7-way electric male plug Cole Hersee Part #12081 or a	pproved equal? YES_	NO	
X7.7.5	Is electrical system a complete 12 volt system manufacturers heavy du	ty?	ES	_NO
X77.6	Does unit have red/white conspicuity striping to comply w/HHTSA?	YES	_NO	
X7.7.7	Is all wiring incased in wire looms or conduit/adequately secured to tra SEALED MODULAR WARE HARNESS	uiler under struc YES	ture? NO	
X7.8.	Are all features that are considered to be Mfg standard equipment tha addressed provided?	at are not speci	fically NO	
X7.9	Will unit be delivered to WVDOH with all manufacturers recommended safeatures intact?	afety related dec	als/safety NO	У
X7.10 I	Paint:			
X7.10.1	Will trailer be painted manufacturers standard color for model specified	d? 🗸 YES _	NO	
X7102	Describe proposed method of painting:			-
X7.10.3	Areas not normally painted by manufacturers are not painted blue on un	nit?YES_	NO	
X7.10.4	Are samples of paint attached to bid?	YES	<b>∠</b> NO	
X7.10.5	Will Bidder comply for testing as specified in spec 7.10.5 if required?	YES	_NO .	
X7.11	Does unit meet OSHA requirements?	VES	NO	

X7.12	Does unit meet advertising requirements?	✓YESNO
X7.13	Preventive Maintenance/Operators Orientation/Training	
X7.13.	Manufacturers or Dealer shall provide a one (1) preventive maintena seminar to be conducted at the Equipment Division, Buckhannon?	nce/operator orientationYESNO
	Will all training aids; i.e. videos, projectors, etc. be provided?	YESNO





**Matt Conner** Cell: 304-543-5406

#### **Sales Quotation**

Quote to: Division of Highways

Quote provided by:

Matt Conner

Address: Route 33, Brushy Fork Road

Date:

5/3/2010

Address: Buckhannon, WV 26201

Contact:

Michael Austin

Phone:

(304) 558-2402

Fax or 2nd Phone

#### Item/Items Quoted

New/Used	Make	Model	S/N	ID No.	Misc.	Sale price
Towmaster T-						\$5,490.00
2" Oak Deckir						
96" overall wi						
77" deck widt 7K E-Z lube T						
Electric brake	s					
235/85R x 16 5' wood top n						
D-ring tie dow	-					
	**************************************					
Additional In	formation					
	iomiation					

#### **Terms of Quote**

This is not a sales contract. This document is merely a tool to quote pricing.

Walker Express reserves the right to change pricing at any time after this quote without notice.

Any warranties must be approved by Walker Express or Walker Machinery Co.

Taxes will be invoiced unless a tax exemption certificate is on file with Walker Express.

Customer is responsible for all freight and applicable mobilization charges.

# 

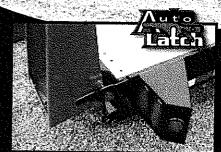
- MONRASTER

MODEL: T-10P T-12P

The Standard for the Road Anead!

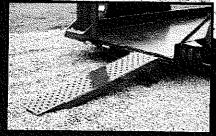


DEXIENTALE





att deck whight lowery equipment



nat 6-tt. ramps allow the T-10P to

#### Description:

The original skid-loader trailer from Tow master, the T-10P is a pan type trailer that features higher sides for hauling smaller equipment and skid loaders as well as dirt, sand, gravel, sod or debris. It has one of the lowest deck heights on the market. Dexter Torflex rubber vorsion extes make the T-10P smooth riding and y pulling. The T-10P is built on a solid I-beam frame with Jr. In crossmembers, formed steet sides and wood deck. Each trailer is washed for corrosion resistance and finished with glossy polyurethane, rust inhibiting paint.

#### Quick Specs:

- 16.5" / 17.5" deck height (empty)
- 12', 14', 16', 18' or 20' deck
- Electric brakes
- Torriex axrés
- E-Z Lube nubs
- pprox 2'' nominal white oak deck, steel optional
- Adjustable Hitch Auto-Laten Ramps
- LED Lights and Sealed Wiring

Towmaster, Inc.



800-462-4517

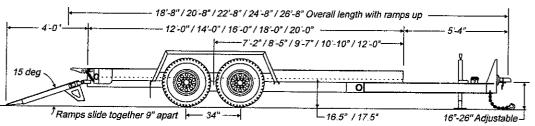
Fax: 320-693-7921

Your authorized Tow master dealer.

Employee Owned

www.towmaster.com





		.0.0 ,	10 -20 Flujustable—
	SPECIFICA		
CARACITY (CINICIPALIC)	S=Standard C		
CAPACITY / DIMENSIONS	T-10P	T-12P	
Capacity Rating (lbs/kg)		12,000 / 5443	
Approx. Weight (12'-0" / 3658mm) (bs/kg)	2,580 / 1170	2,660 / 1207	
Approx. Weight (14'-0" / 4267mm)(ibs/kg)	2,730 / 1238	2,810 / 1274	
Approx. Weight (16'-0" / 4877mm)(lbs/kg) Approx. Weight (18'-0" / 5486mm)(lbs/kg)		2,960 / 1343	
		3,110 / 1411	
Approx. Weight (20'-0" / 6096mm)(lbs/kg)		3,260 / 1479	
Deck Height (empty)(in/mm)		17.5 / 445	
Deck Width (ft-in/mm) Load Width (in/mm)		8-6 / 2591	
TONGUE	77 / 1956	77 / 1956	
Tongue Length (in/mm)	5-4 / 1626	E 4 / 4000	The second state of the second state of the second state of the second state of the second state of the second
Adjustable Hitch		5-4 / 1626	
2.5" Pintle Ring or 2-5/16" Ball Coupler		S	
3/8" High-Tensile Safety Chain x 40"	Grade 43	Specify Grade 43	
Storage Tray			
Storage Tray Lid		<u>s</u>	
Bolt-on Drop-Leg Parking Jack		0	
FRAME / RAMPS	/K	7K	
Main Beam	High-Tensile W6 x 12	High-Tensile W6 x 1.	6 Professional Company of the Compan
High-Tensile 3" Jr. I-beam Crossmembers	S	S S	2
Crossmembers 16" on-center	<u>s</u>	s	
Headboard Height (in/mm)	7 / 178	7 / 178	
2" Nominal White Oak Wood Deck	\$ S	77176 S	
Ramps (ft-in x in/mm)	4x16 / 1219x406	4x16 / 1219x406	
Load Angle (degrees)	15	15	
Spring-Assist Ramps	N/A on 4' Ramps	N/A on 4' Ramps	
Adjustable Ramps	S S	S S	
Patented Auto-Latch® Hold-ups	S	<u> </u>	
Tie-Downs	Forged D-Rings	Forged D-Rings	
Number of Tie-Downs (Total / Side)	8/4	8/4	Visit and Control of the Control of
SUSPENSION / TIRES	1 4/4	0/4	
Dexter Torflex® Rubber-Ride Axles w/5-Year Warranty	S	S	
Axle Capacity (each) (fbs/kg)	7,000 / 3175	7,000 / 3175	
Hubs	E-Z Lube®	E-Z Lube®	
Electric Brakes	\$	S	
Brake Size (in/mm)	12x2 / 305x51	12x2 / 305x51	
Battery Break-Away Kit w/ Tow Charger	S	S	
Wheels (in/mm)	15x6 / 381x152	16x6 / 406x152	
Wheel Bolt Pattern	8-bolt	8-bolt	
Tires / Load Range Rating	ST225/75R x 15 / D	235/85R x 16 / E	
Poly Mud Flaps	S	\$	
WIRING / FINISH			
Weather Resistant Sealed Wiring	S	S	
Weather Resistant Shock-Mounted Lights	S	S	
LED Lights	S S	S	
6-pole Round or 7-pole RV Plug	Specify	Specify	
Registration Holder			<ul> <li>Control to the Control of Contr</li></ul>
		S	
Rust Inhibiting Primer	S S S	S S	
Durable, Rust Resistant Top Coat	S	S	
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals	\$ \$ \$ \$	S S S	
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals	\$ \$ \$ \$	S S S	D and \$393 102 and stay within CVAMP restrictions
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals Follow local and Federal D.O.T. laws, including Federal OPTIONS	\$ \$ \$ \$	S S S	0 and §393.102, and stay within GVWR restrictions.
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals Follow local and Federal D.O.T. laws, including Federal OPTIONS Hydraulic surge brakes w/freebacking (Check local D.O.T. laws)	S S S S Motor Carrier Safety Regul	\$ \$ \$ ations §392.9, §393.100	0 and §393.102, and stay within GVWR restrictions.
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals Follow local and Federal D.O.T. laws, including Federal OPTIONS Hydraulic surge brakes wifreebacking (Check local D.O.T. laws) Calisle brake controller (call for details)	S S S S Motor Carrier Safety Regul 5 ft. ramps (12-degree angle) 6 ft spissor ift ramps (10-degree	\$ \$ \$ ations §392.9, §393.100	Bucket stop 2 chock blocks and holder
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals Follow local and Federal D.O.T. laws, including Federal OPTIONS Hydraulic surge brakes wifreebacking (Check local D.O.T. laws) Carlisle brake controller (call for details) Two-speed hand-grank winch and cable	S S S Motor Carrier Safety Regul  5 ft. ramps (12-degree angle) 6 ft. scissor iff ramps (10-degree) Wood top on 5 ft. ramps	\$ \$ \$ ations §392.9, §393.100 ree angle)	Bucket stop 2 chock blocks and holder Pallet fork holders (16 ft, or longer deck only)
Durable, Rust Resistant Top Coat Durable, Die-Cut UV Resistant Vinyl Decals Follow local and Federal D.O.T. laws, including Federal OPTIONS Hydraulic surge brakes wifreebacking (Check local D.O.T. laws) Callisle brake controller (call for details)	S S S S Motor Carrier Safety Regul 5 ft. ramps (12-degree angle) 6 ft spissor ift ramps (10-degree	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Bucket stop 2 chock blocks and holder

We manufacture a complete line of trailers in capacities from 2000 lbs. to 120,000 lbs. Listed weights are approximate. Trailer weights can vary due to options installed. All dimensions are approximate. See VIN tag for actual GVWR. Check our website or see your authorized dealer for more information. Manufacturer reserves the right to modify, change or discontinue models or options as seen fit without obligation to previously sold units. Written warranty covers each trailer.

Towmaster, Inc., 61381 US Hwy 12, Litchfield MN 55355
Toll free: 800-462-4517 phone: 320-693-7900 fax: 320-693-7921
www.towmaster.com
Employee Owned, Employee Pride, U.S.A. Madel
U.S.A. DESIGNED AND BUILT

#### State of West Virginia

#### VENDOR PREFERENCE CERTIFICATE

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

accord: Division	dance with the <i>West Virginia Code</i> . This certificate for application is to be used to request such preference. The Fund on will make the determination of the Resident Vendor Preference, if applicable	nasing
1	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately ing the date of this certification; or,	oreced-
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80° ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor waintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately the date of this certification; or,  Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state re-	6 of the 7/10 has ediately sidents
	and which has maintained its headquarters or principal place of business within West Virginia continuously for the years immediately preceding the date of this certification; or,	10ui (4)
2 /	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employer working on the project being bid are residents of West Virginia who have resided in the state continuously for the two immediately preceding submission of this bid; or,	oloyees o years
3	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employement of one hundred state residents who certifies that, during the life of the contract, on average at least 75° employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the continuously for the two years immediately preceding submission of this bid; or,	oying a % of the
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,	
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National and has resided in West Virginia continuously for the four years immediately preceding the date on which the submitted; or,	al Guard e bid is
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Gua purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employ residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	bid and
require against	er understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to r rements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting ducted from any unpaid balance on the contract or purchase order	penalty
authoriz the requ deeme	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Divis rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder I quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other info ed by the Tax Commissioner to be confidential.	nas paid rmation
and ac	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this centers during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.	e is true tificate
Bidder	er: C.I. WALKER MACHENERY CO. Signed: Machine L. Com-	
Date: _	5/3/10 Title: SALES REPRESENTANZUE	

#### 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 vandor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggragata

#### 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.

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

## WITNESS THE FOLLOWING SIGNATURE Authorized Signature: My Commission expires \_ AFFIX SEAL HERE

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Rena Renee Moles 3 Park Road Nitro, WV 25143 My Commission Expires Aug. 8, 2018