



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
7011EC24

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

C I Walker Machinery Co

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
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		070-81	\$21,975.00	\$21,975.00
<p>20 TON TILT TOP TRAILERS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE 20 TON TILT TOP TRAILERS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 305-558-4115, OR VIA EMAIL AT PAULREYNOLDS@WV.GOV WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Madison</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE SALES REPRESENTATIVE	FEIN 55-0352447	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. 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 www.state.wv.us/admin/purchase/vrc/hipaa.htm 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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BFO NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 33
 304-558-2402**

RFQ COPY
 TYPE NAME/ADDRESS HERE

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**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
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
MANDATORY PRE-BID						
<p>A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY 06/01/11 AT 10:30 AM, 2019 WASHINGTON ST., E, CHARLESTON WV 25305 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p>						
EXHIBIT 10						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark S. Combs</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE Sales Representative	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR


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BUYER

**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
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: 7011EC24						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
	NO. 1	✓			
	NO. 2	✓			
	NO. 3				
	NO. 4				
	NO. 5				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
				 SIGNATURE ...C.I. WALKER MACHSWEPEY Co.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE Sales Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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



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RFQ COPY
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RFQ COPY

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
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY		
			6/29/11.....		
				DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 2						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. E. Carr</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE I ABFI FD 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RODNEY

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTURE ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. S. C.</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE SALES REP.	FERN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SHIP TO

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BUCKHANNON, WV
26201 **304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/10/2011				

BID OPENING DATE: **06/21/2011** **BID OPENING TIME** **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 5/2009</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 MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Mark J. C.</i>	TELEPHONE (304) 543-5406	DATE 6/29/11	
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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VENDOR

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BUYER

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/10/2011				

BID OPENING DATE: **06/21/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			PAUL REYNOLDS - FILE 33			
RFQ. NO.:			7011EC24			
BID OPENING DATE:			06/21/2011			
BID OPENING TIME:			1:30 PM			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (304) 759-6404 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- MATT CONNER -----						
***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL:						<u>\$ 21,975.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matt Conner</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE SALES REP.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/14/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED FROM: 06/21/11 @ 1:30 P.M. TO: 06/29/11 @ 1:30 P.M. NO OTHER CHANGES.						
0001	1	EA		070-81		
20 TON TILT TOP TRAILERS						
***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL:						<u>\$21,975.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 543-5400	DATE 6/29/11
TITLE SALES REP.	FEIN 55-0352447	ADDRESS CHANGES TO BE NOTED ABOVE

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06/21/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		070-81		
20 TON TILT TOP TRAILERS						
***** THIS IS THE END OF RFQ 7011EC24 ***** TOTAL:						<u>\$21,975.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. Com...</i>	TELEPHONE (304) 543-5406	DATE 6/29/11
TITLE Sales Rep.	FEIN 55-0352647	ADDRESS CHANGES TO BE NOTED ABOVE

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

PREBID ADDENDUM #2
7011EC24

20 TON TILT TOP TRAILER

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY - 3RD Paragraph

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

TO:

4.2 DELIVERY - 3RD Paragraph

A completed pilot model for inspection must be provided within 90 calendar days after receipt of the purchase agreement by the successful vendor.

PREBID ADDENDUM #2
7011EC24

20 TON TILT TOP TRAILER

CHANGES TO BIDDER'S EVALUATION REPORT:

NO CHANGE REQUIRED:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After
Receipt of Purchase Agreement

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

7011EC24

Date:

6/1/2011 10:00

Project Description:

20 TON TILT TOP TRAILERS

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	MARCIN LEE
Firm Address:	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	MCCARTNEY TRAILERS
Firm Address:	4998 WV HWY 5 EAST GLENVILLE WV 26351
Representative Attending:	PAT MCCARTNEY
Phone Number:	304 462-5910
Fax Number:	304 462-5920
Email Address:	mccartneypp@zoominternet.net

Firm Name:	Forest Co. Inc.
Firm Address:	
Representative Attending:	
Phone Number:	DOH
Fax Number:	
Email Address:	

Firm Name:	C.T. Limesa Machinery
Firm Address:	P.O. Box 2487 Charleston WV 25329
Representative Attending:	MAE CONNER
Phone Number:	(304) 543-5406
Fax Number:	(304) 759-6404
Email Address:	mconner@walker-cat.com

Firm Name:	WEST VIRGINIA TRAILER
Firm Address:	D.O. 906473 CHARLESTON WV 25322
Representative Attending:	GARY W. GARDY
Phone Number:	346-5301
Fax Number:	346-5305
Email Address:	WVTRAILER@EMSAL.COM

Firm Name:	Angie Moorman
Firm Address:	DOH
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

7011EC24

Date:

6/1/2011 10:00

Project Description:

20 TON TILT TOP TRAILERS

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WVDOH</u>
Firm Address:	_____

Representative Attending:	<u>Len Riley</u>
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
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Email Address:	_____

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____

Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 253-1-S

20 TON TILT TOP TRAILER

1.0 PURPOSE

It is the purpose of these specifications to describe a 20 Ton Tilt Top 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, WILL 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 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 will 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 may 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 should be stated in the bid and the State reserves the right to accept or reject 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

- 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.** 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, 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, 2011 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:

7.1 Tilt Trailer loaded capacity: 40,000 lbs minimum operating at 65 MPH

7.2 PLATFORM:

7.2.1 Length: 24 feet minimum

7.2.2 Width: 96 inches maximum

7.2.3 Height: 39 inches maximum

7.2.4 PLATFORM CONSTRUCTION:

7.2.4.1 Should be lightweight and completely flat

7.2.4.2 To have a minimum of four (4) high strength design main steel beams running lengthwise of the platform; two (2) interior load bearing beams and two (2) outside rail beams. The section module of the lengthwise beams should be of a strength that will carry the maximum GVWR of the unit at 65 MPH.

7.2.4.3 The four (4) lengthwise main beams to be pierced to allow cross members to pass through them continuously from one (1) side to the other side.

7.2.4.4 The cross members should be of high tensile strength steel and of a sectional modulus that will support the GVWR of the unit.

- 7.2.4.5 **The cross members to be spaced on centers at a width that will provide maximum strength to the platform.**
- 7.2.4.6 The cross members to be welded to the lengthwise main beams at each pass through point in order to provide an integrally unitized inter-locking platform frame.
- 7.2.5 **DECKING:**
- 7.2.5.1 The platform deck should be constructed of approximately two inch (2") thick and approximately nine inches (9") wide red oak or white oak lumber.
- 7.2.5.2 The decking lumber to be kiln dried or air dried prior to installation. Green lumber is not acceptable.
- 7.2.5.3 The decking lumber to be No. 1 common grade or better. Solid knots not exceeding one one-half inches (1 ½") in diameter are acceptable. Loose knots of any size are not acceptable.
- 7.2.5.4 All decking lumber to have good sound square edges.
- 7.2.5.5 All decking lumber to be free of cracks, bark, and heartwood.
- 7.2.5.6 Decking lumber to be laid length wise, the full length of the platform; except wood is not to be laid over wheels.
- 7.2.5.7 **Decking lumber should be secured to the platform cross members with floor clips and counter-sunk fasteners in sufficient numbers and at sufficient location and spacing so as to provide maximum strength and prevent warping.**
Drilling of frame to be avoided.
- 7.2.6 **DECK WHEEL COVERS:**
- 7.2.6.1 All wheels to be covered with steel treadplate of 3/16 inch thickness or greater.
- 7.2.6.2 There are to be no hardwood decking lumber underneath the treadplate wheel covers in order to allow for tire oscillation.

7.2.7 PLATFORM/DECK OPERATIONS:

7.2.7.1 The tilting platform should be balanced in a manner that will allow opening (tilting down to the loading position) and closing after unloading (tilting back to the travel position) with only the weight of one (1) person weighing approximately 175 pounds.

7.2.7.2 There should be a tilt limiting chain attached between the tilting platform and the tongue/chassis to prevent tilting beyond the cushion cylinder stroke length.

7.2.8 CUSHION CYLINDER: There should be one (1) or more hydraulic cylinders installed between the main frame and the tilt platform to cushion opening and closing operation of the platform.

7.2.9 PLATFORM LOCK:

7.2.9.1 The lock should be a positive constant pressure over center lock with a steel handle that will accept a safety pin.

7.2.9.2 There should be a platform lock safety pin attached to a chain, and the chain welded to the lower frame/tongue in close proximity to the lock handle so the pin can be inserted into the lock while still attached to the chain.

7.2.10 APPROACH PLATE:

7.2.10.1 A tapered steel approach plate to be mounted to the rear of the tilting deck.

7.2.10.2 The approach plate should be of approximately 3/16 inches steel tread plate (or equal) and extend tapered approximately 12 inches from tilt deck.

7.2.10.3 The approach plate should also serve as a safety bumper **and all rear lights shall be exposed when in the traveling or up position.**

7.2.11 DECK HEADBOARD: A six inch (6") high safety headboard made of steel to be mounted across the full width of the platform front.

7.2.12 DECK LASHING RINGS:

7.2.12.1 **There should be a minimum of sixteen heavy duty lashing rings; eight (8) equally spaced on each side of the platform and secured to the side rails.**

7.2.12.2 The lashing rings to be of forged steel and of sufficient strength to withstand tight ratchet lashing of load equal to the trailers maximum capacity.

7.3 SUSPENSION:

7.3.1 Suspension Type: The suspension should consist of one (1) heavy duty 44,000 pounds capacity tandem axle, spring suspension designed for through axles.

7.3.1.1 The suspension system to be rubber mounted type and require no lubrication.

7.3.2 Axles: to be two (2) heavy duty 20,000 pounds capacity each, through type axles mounted with approximately 49 inch spacing.

7.3.3 TIRES:

7.3.3.1 There are to be eight (8) steel belted radial tires. **Tires shall be of a size and load rating that is capable of handling the trailers loaded capacity at 40,000 lbs. at 65 MPH.**

7.3.4 WHEELS: Manufacturers standard Budd type disc style the appropriate size to accommodate specified tires.

7.3.5 Wheel Oil Seals: Stemco or equal

7.3.6 Mud Flaps: Two (2) manufacturers standard for unit specified, mounted.

7.4 BRAKES:

7.4.1 Type: Service brakes to consist of two (2) line system, full air, cam type with slack adjuster, four (4) 12 1/4 x 7 - 2" drums with air emergency brake system conforming to ICC specifications.

7.4.1.1 Complete system is to include tubing, reservoir of adequate capacity, and an air brake chamber on each of the wheels.

7.4.1.2 All air hoses and couplers necessary to connect the trailer to the couplers on the towing vehicles to be provided.

7.5 ELECTRICAL SYSTEM:

7.5.1 Wiring: All circuits to be wired through automatic circuit breakers.

7.5.2 All wiring to be routed through plastic conduit and mounted in rubber grommets.

7.5.3 All wiring to be mounted above the lowest cross member height in a manner that will protect the system from ground obstacles.

- 7.5.4 All wiring to be of ten (10) and twelve (12) gauge.
- 7.5.5 **All of the electrical system shall meet all State and Federal standards.**
- 7.5.6 LIGHTING AND REFLECTORS:
- 7.5.6.1 The trailer to be equipped with at least two (2) rear brake lights, tail lights and signal lights (LED type).
- 7.5.6.2 Rear and side identification lights and reflectors to be provided (LED type).
- 7.5.6.3 A license plate bracket and plate lighting to be provided.
- 7.5.7 The manufacturers quick-disconnect weather-proof electrical plug and socket to be furnished.
- 7.6 MAIN FRAME (TONGUE):
- 7.6.1 Style: Straight through design, i.e.; the suspension system is to be attached directly to the main frame and not to the load platform.
- 7.6.2 Main Frame/Tongue Construction: Should be high tensile strength steel I-beam of sufficient strength **and sectional modulus to sustain maximum GVWR at 65 MPH.**
- 7.6.3 Tongue length: The distance from the front of the load deck to the center of the pintle eye should be approximately 80 inches.
- 7.6.3.1 Weather resistant lockable tool box to be provided between load deck and pintle eye, (size sufficient for chains and binder storage), but not to interfere with trailer tilt locking device.
- 7.6.4 HITCH:
- 7.6.4.1 The trailer hitch to be of the heavy duty pintle eye type.
- 7.6.4.2 The diameter of the inside of the pintle eye should be approximately three (3) inches.
- 7.6.4.3 The hitch should have at least four (4) adjustable position ranging from approximately 19 inches to 30 inches.

7.6.5 TONGUE STAND:

7.6.5.1 The tongue jack to be 10,000 pounds or greater lift capacity.

7.6.5.2 The tongue jack stand should be the manual crank style with a pin drop base.

7.6.6 SAFETY CHAINS:

7.6.6.1 There should be two (2), 1/2 inch, grade 70 or better, plated chains, approximately 40 inches long with grab hooks of ample strength to hold the entire GVW load.

7.6.6.2 Safety chains should not be welded to the tongue, but the connection of the chains to the trailer to be equal to or greater than the chains tensile strength.

7.7 D.O.H. requires unit to have a West Virginia State Inspection sticker upon delivery.

7.8 PAINT:

7.8.1 The trailer is to be painted manufacturers standard color.

7.8.2 Trailer is to comply with NHTSA conspicuity requirements. Red and white reflector tape to be installed on drawbar and side channel.

7.9 **Bidder shall provide all other standard features which are being offered and not addressed by the specifications.**

7.10 **Vendor must certify that trailer offered will meet or exceed the Occupational Safety and Health Act of 1970" and subsequent amendments.**

7.11 ADVERTISING: Visible decals or names or painted on names representing the manufacturer or model number or trademark appearing on the exterior surface of the unit should be minimal.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO.253-1-S

20 TON TILT TOP TRAILER

NOTE TO BIDDER: Procurement Specification No. 253-1-S, 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.: 7011EC24

Bidder's Name: Cecil 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: 50+ YRS.

Years Company has been an authorized dealer for proposed unit: 5 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 (See Addendum) Calendar Days After
Receipt of Purchase Agreement

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

_____ \$21,975 _____ per unit

X6.0 SPECIFICATIONS - GENERAL

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

_____ Towmaster T-40T, 2011 model _____
Is descriptive literature, fully describing proposed unit attached to your bid? YES _____ NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES _____ NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES _____ NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVD0H.

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 directly to Training Academy prior to the delivery of the pilot? YES NO

X6.4 **If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?** YES NO

X6.4.1 **Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?** YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included? YES NO

Describe:

Full one-year Standard Towmaster warranty plus additional full one-year warranty_____

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

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

(If additional lines are needed, make copies of form.)

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

Full one-year Standard Towmaster warranty plus additional full one-year 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.

When warranty service is performed at DOH facilities, DOH is responsible for travel and mileage to and

from their facility. When warranty work is performed at Walker facilities, DOH is responsible for

round trip transportation cost to Walker. Service calls should be directed to Nitro, (304)755-2500.

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

Walker Machinery Locations: Belle, Nitro, Huntington, Parkersburg, Beckley, Summersville,

Logan.

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: 0 % 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? x YES NO

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

A. Shop Rate \$ 84 per mechanic hour

B. Travel Time Charge \$ 77 per mechanic hour
(Specify if one-way) ; port to port

C. Mileage Charge \$ 3.35 per vehicle mile
(Specify if one-way) ; port to port

D. Field Mechanic Rate \$ 88 per mechanic hour

E. Specify period of time that prices are in effect: Subject to change each January

F. Surcharge for miscellaneous items: 0 %

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: Towmaster Model: T-40T

X7.1 Trailer capacity loaded rating at 65 MPH 40,000 pounds?

X7.2 PLATFORM:

X7.2.1 Specify platform length: 24 foot tilt / 4 foot stationary feet/inches?

X7.2.2 Specify platform width: 96" inches?

X7.2.3 Specify platform height: 36" inches?

X7.2.4 Platform Construction:

X7.2.4.1 Is the platform lightweight/completely flat? YES NO

X7.2.4.2 Does the platform frame have four (4) or more high tensile strength steel main beams Running lengthwise the full length of the platform; two (2) inside beams and two (2) outside rail beams? YES NO

Specify main beam design, type, dimensions, and tensile strength/section modulus?
(2) 16" WF Beams, 26#/ft Main Frame, (2) 8"x2"x3/8" tube inner frame tilt deck, (2) 8"x2"x1/4" tube outer frame tilt deck _____

X7.2.4.3 Are the main beams pierced so that the cross members pass through them/run continuously from one (1) rail to another? YES NO

X7.2.4.4 Are the platform cross members of high tensile strength steel and of a sectional modulus that will support the GVWR of the unit? YES NO

State the cross beam, design, type, dimensions, and tensile strength, or section modulus:

____ Crossmembers are stacked on top of main beams with gussets underneath. 80,000 psi _____

X7.2.4.5 Are the platform cross members spaced on centers that will provide maximum strength to The platform? YES NO

Specify cross members center spacing distances:

____ 16" on center _____

X7.2.4.6 Are all cross members welded to the main beams at the pass through point, thus forming an interlocking platform frame? YES NO

X7.2.5 DECKING:

X7.2.5.1 Is the platform deck constructed of approximately two (2") inches thick and approximately nine (9") inches wide red oak or white oak lumber? YES NO

Specify type and dimensions of lumber used: _____ White Oak, 2" nominal thickness, 6-8" wide _____

X7.2.5.2 Is the decking lumber kiln dried or air dried? (Check the appropriate drying method?)

X7.2.5.3 Is the decking lumber No.1 common grade or better with all existing knots being solid and 1 1/2 inch diameter or less? YES NO

X7.2.5.4 Does all decking lumber have good, sound, square edges? YES NO

X7.2.5.5 Is decking lumber free of cracks, bark, and heartwood? YES NO

X7.2.5.6 Is all the decking lumber laid lengthwise, from front to back the full length of the platform, except over the wheels? YES NO

X7.2.5.7 **Is all decking lumber secured to the platform cross members with floor clips/counter-sunk fasteners in sufficient numbers at sufficient locations/spacing so as to provide maximum strength and prevent warping?** YES NO

X7.2.6 DECKING WHEEL COVERS:

X7.2.6.1 All wheels covered with steel treadplate of 3/16" thickness or greater? YES NO

X7.2.6.2 Hardwood decking lumber underneath the treadplate wheel covering? YES NO

X7.2.7 PLATFORM/DECK OPERATIONS:

X7.2.7.1 Is the tilting platform balanced in a manner that will allow opening/closing with the weight of one (1) person of approximately 175 pounds? YES NO

X7.2.7.2 Is there a tilt limiting chain attached between the tilting platform/the tongue/chassis to prevent tilting beyond the cushion cylinder stroke length? YES NO

X7.2.8 CUSHION CYLINDER:

Is one (1) or more hydraulic cylinders installed between the main frame/the tilt platform to cushion the platform when opening/closing? YES NO

State number of cylinders, size and location: One, 16" x 3 1/2"

X7.2.9 PLATFORM LOCK:

X7.2.9.1 Is there a positive constant pressure, over center lock with a steel handle, that will accept a safety pin? YES NO

X7.2.9.2 Is platform lock safety pin attached to chain, chain welded to lower frame/tongue in close proximity to lock handle so pin can be inserted into lock while attached to chain YES NO

X7.2.10 APPROACH PLATE:

X7.2.10.1 Is a tapered steel approach plate mounted to the rear of the tilting deck? YES NO

Describe approach plate construction: Floor plate, 18" x full width

- X7.2.10.2 Approach plate 3/16" inches steel tread plate (or equal) and extends tapered 18" inches from tilt deck YES NO
- X7.2.10.3 Is the approach plate designed to also serve as a safety bumper **with all rear lights exposed when in the traveling or up position?** YES NO
- X7.2.11 DECK HEADBOARD:
Is there a six (6) inch high steel safety headboard mounted across the full width of the platform front? YES NO
- X7.2.12 DECKING LASHING RINGS:
- X7.2.12.1 There are 16 heavy duty lashing rings, 8 equally spaced on each side of the platform and secured to the side rails? YES NO
- X7.2.12.2 Are the lashing rings made of forged steel and of sufficient strength to withstand tight ratchet lashing of load equal to the trailers maximum capacity? YES NO
- X7.3 SUSPENSION:
- X7.3.1 Does the suspension system consist of one (1) heavy duty 44,000 lbs capacity, tandem axle, spring suspension, designed for through axles? YES NO
- X7.3.1.1 Is suspension system rubber mounted type/ requires no lubrication? YES NO
- X7.3.2 Are there two (2) heavy duty 20,000 lbs each, through type axle mounted with 49 inch spacing? YES NO
- X7.3.3 TIRES:
- X7.3.3.1 Are there eight (8) steel belted radial tires of a size and load rating that will handle the trailer loaded capacity at 40,000 lbs. at 65 MPH? YES NO
- Manufacturer and Model: Hercules Highway
- X7.3.4 WHEELS:
Manufacturers standard Budd type disc style YES NO
Manufacturer/Model/ Size: ARC Brand, #STW160, 6.75" x 17.5"
- X7.3.5 Are the wheel oil seals Stemco type or equal? YES NO
- X7.3.6 Are there two (2) of the manufacturers standard mud flaps for unit bid, mounted? YES NO

X7.4 BRAKES:

- X7.4.1 Does the service brake system consist of a two (2) line, full air, cam type with slack adjusters and four (4) 12 1/4" x 7 - 2" drums with an air emergency brake system conforming to ICC specifications? YES NO
- X7.4.1.1 Does the complete system include all tubing, a reservoir of adequate capacity and an air brake chamber on each of the wheels? YES NO
- X7.4.1.2 Are all air hoses/couplers necessary to connect the trailer to the couplers on the towing vehicle provided? YES NO

X7.5 ELECTRICAL SYSTEM:

- X7.5.1 Are all electrical circuits wired through automatic circuit breakers? YES NO
- X7.5.2 Is all electrical wiring routed through plastic conduit and mounted with rubber grommets? YES NO
- X7.5.3 Is all wiring mounted above the lowest cross member height in a manner that will protect the system from ground obstacles? YES NO
- X7.5.4 Is all wiring of ten (10) or twelve (12) gauge? YES NO
- X7.5.5 **Does the entire electrical system meet all State/Federal standards?** YES NO

X7.5.6 LIGHTING AND REFLECTORS:

- X7.5.6.1 Is the trailer equipped with at least two (2) rear brake lights, tail lights and signal lights (LED type)? YES NO
- X7.5.6.2 Are all required rear/side identification lights/reflectors provided (LED type)? YES NO
- X7.5.6.3 Is a license plate bracket/plate lightning provided? YES NO
- X7.5.7 Is the manufacturers standard quick-disconnect electrical plug/socket furnished? YES NO

X7.6 MAIN FRAME AND TONGUE:

- X7.6.1 Is the main frame/tongue of the straight through design, i.e.; suspension system attached directly to main frame and not the load YES NO

X7.6.2 Is the main frame/tongue of high tensile strength steel I-beam of sufficient strength and sectional modulus to withstand units maximum GVWR @ 65 MPH? YES NO

State main frame/tongue type, construction, beam dimensions, tensile strength/sectional modulus:

16" WF Beam, 26 pounds per foot _____

X7.6.3 Tongue Length: Distance from the front of load deck to center of pintle eye 80 inches

X7.6.3.1 Is weather resistant lockable tool box provided between load deck and pintle but not interfere with trailer tilt locking device YES NO

Sufficient size for chains and binders: 20"x16"x24" _____ inches

X7.6.4 HITCH:

X7.6.4.1 Is hitch heavy duty pintle eye type? YES NO

X7.6.4.2 The diameter of the inside of the pintle eye 3" inches

X7.6.4.3 Hitch has 4 adjustable position ranging from 20" inches to 29"

X7.6.5 TONGUE STAND:

X7.6.5.1 Lift capacity of tongue 25,000 pounds

X7.6.5.2 Is tongue jack the manual crank style with a pin drop base? YES NO

X7.6.6 SAFETY CHAINS:

X7.6.6.1 Are two (2), 1/2 inch grade #70 or better plate chains, each 40" inches long with grab hooks of ample strength to hold the trailers GVWR provided? YES NO

X7.6.6.2 Is the connection of the safety chains to the trailer equal to or greater than the chains tensile strength? YES NO

Are they welded? YES NO

X7.7 Does unit have a WV. State Inspection Sticker? YES NO

X7.8 PAINT:

X7.8.1 Is trailer painted manufacturers standard color? YES NO

X7.8.2 Does trailer comply with NHTSA conspicuity requirements YES NO

Is red and white reflector tape installed on drawbar and side channel YES NO

X7.9 Standard features that are offered and not addressed

4ft stationary deck ahead of tilt deck

X7.10 Does the proposed unit meet or exceed the Occupational Safety and Health Act of 1970"

YES NO

X7.11 Does the unit conform to advertising guidelines?

YES NO

C.I. Walker Machinery Co.
Exceptions to RFQ 7011EC24
All exceptions are on non-mandatory specs

- X7.2.4.3 Are the main beams pierced so that the cross members pass through / run continuously from one (1) rail to another?
- Main beams are not pierced.
- X7.2.5.1 The platform deck should be constructed of approximately two inch (2") thick and approximately nine inches (9") wide red oak or white oak lumber.
- They are White Oak, 2" thick, 6-8" wide
- X7.2.5.6 Decking lumber to be laid lengthwise, the full length of the platform, except wood is not to be laid over the wheels.
- Decking lumber is laid lengthwise, but will be split in length and wood is over wheels.
- X7.2.6.1 All wheels to be covered with steel treadplate of 3/16 inch thickness or greater.
- Wheels are covered with wood.
- X7.2.7.2 There should be a tilt limiting chain attached between the tilting platform and the tongue/chassis to prevent tilting beyond the cushion cylinder stroke length.
- There is no tilt limiting chain.
- X7.2.10.2 The approach plate should be approximately 3/16 inches steel tread plate (or equal) and extend tapered approximately 12 inches from the tilt deck.
- The approach plate is 3/16" but extends 18" beyond the tilt deck.
- X7.2.11 DECK HEADBOARD: A six inch (6") high safety headboard made of steel to be mounted across the full width of the platform front.
- Deck Headboard is Five and a half inches (5 ½") high.
- X7.6.5.2 The tongue jack stand should be the manual crank style with a pin drop base.
- There is no drop pin.

AMERICA'S BEST TRAILER

TOWMASTER®



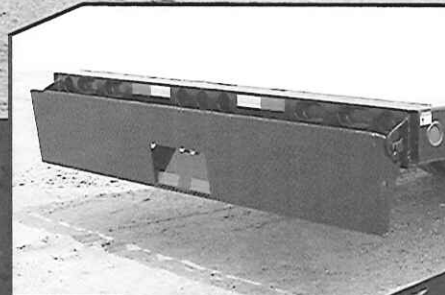
Description:

The Towmaster® deck-over tilt trailers offer convenience and durability. There are no ramps to hassle with, simply tilt the deck, drive on or off and level the deck back down. It features our patented automatic kick-out ramp that doubles as an under-ride protection bumper. The tilt deck trailer features a single-lever twin-latch system, stationary forward deck, Hutchens® suspension and adjustable hitch. A deck cushion cylinder eases the deck back into transport position and prevents equipment from slamming the deck down.

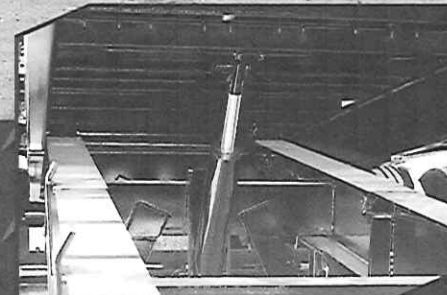
Quick Specs:

- 36" deck height (empty)
- 8'-6" deck width
- Tilt deck cushion cylinder
- Air brakes
- Hutchens® suspension
- Auto kick-out ramp/under-ride protection
- Single-lever twin-latch locking system
- LED lights and sealed wiring

Photos may show optional equipment.



Patented automatic kick-out ramp doubles as under-ride protection.



Cushion cylinder controls the deck from slamming when loading or unloading equipment.



Standard 4-foot stationary deck gives room for longer equipment and makes towing easier.

towmaster.com

800-462-4517

U.S.A. BUILT EMPLOYEE OWNED



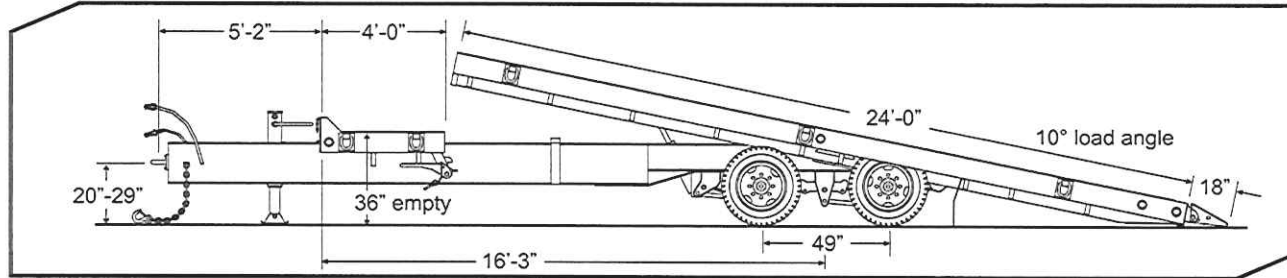
GALVANIZING
AVAILABLE



Deck-Over Tilt
T-40T

T-40T

AMERICA'S BEST TRAILER



SPECIFICATIONS

S=Standard O=Optional
T-40T

CAPACITY / DIMENSIONS				
Payload Rating (lbs/kg)		40,000 / 18,144		
GVWR (lbs/kg)		50,500 / 22,906		
GAWR (lbs/kg)		36,320 / 16,474		
Approx. Avg. Weight (lbs/kg)		10,500 / 4763		
Overall Length (ft-in/mm)		34-8 / 10,566		
Deck Height (empty)(in/mm)		36 / 914		
Overall Width (ft-in/mm)		8-6 / 2591		
TONGUE				
Tongue Length 5'-2" (1575mm)		S		
Storage Tray with Lid		S		
Pintle Ring (in)		3		
High-Tensile Safety Chain		1/2" Grade 80		
Bolt-on Two-Speed Parking Jack		25K		
FRAME / RAMPS				
Main Beam		W16x26, Gr.50		
One-Piece Cold-Formed Frame Rails		S		
Side Rails (in x in x in)		8x2x1/4 Tubing		
Crossmembers		3" Jr I-beam		
Headboard Height (in/mm)		5.5 / 140		
Deck Length (ft/mm)		24+4 / 7315+1219		
Deck Material		2" nom. White Oak		
Deck Cushion Cylinder		S		
Deck Latch		Dual-Point		
Approach Ramp (in x in/mm)		18 / 457		
Load Angle (degrees) – depending on deck length		10		
D-Ring Tie Downs (Total/Side)		10 / 5		
SUSPENSION / TIRES				
Adjustable Hutch 9700 Spring Suspension		S		
No. of Axles		2		
Axle Capacity (each) (lbs/kg)		22,500 / 10,206		
Axle Spread (in/mm)		49 / 1245		
Hubs		Oil Bath		
Brake Size (in/mm)		12.25x7.5 / 311x191		
Air Brakes (Full ABS Modulated, Park Brake All Axles)		S		
Hub Piloted Budd Wheels (in/mm)		17.5x6.75 / 445x171		
Wheel Bolt Pattern		8-bolt		
Tires / Load Range Rating		215/75R x 17.5 / H		

STANDARD EQUIPMENT

- Adjustable hitch height
- 7-pole round electrical plug
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- Trailer color: Equipment black

OPTIONAL EQUIPMENT

Other options may be available
See your dealer or visit our web site for details

- Rigid Gooseneck
- Dual parking jacks
- Additional stationary deck length
- Additional tie-downs
- Spare tire and wheel mount
- Spare tire and wheel
- Tire upgrade (235/75R x 17.5)
- Color options: Construction Yellow, Equipment Red, Equipment Blue, Equipment Charcoal
- Galvanizing

U.S.A. DESIGNED AND BUILT IN LITCHFIELD, MN

*Listed GVWR and weights are for reference only. Weights can vary due to options installed.

All dimensions are approximate. 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. Photos may not show most recent changes to models.

TOWMASTER WARRANTY INFORMATION

This current warranty information takes precedence over our previous warranty statement.



Customer Registration Required

Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our warranty registration fulfills this requirement. Please make every effort to complete this document.

Before warranty can be authorized, we must receive completed warranty registration.

If we have not received the warranty registration, our Limited One-Year Warranty will start from the date of shipment to the original dealer and extend to 12 months beyond that date and the Limited Lifetime Frame Warranty will be limited to 3 years from the date of manufacture.

It is to the consumer's benefit that the dealer or the customer complete warranty registration on the date of the sale of the trailer as it would extend their warranty period.

TOWMASTER LIMITED WARRANTY

Towmaster, Inc. (herein referred to as Towmaster) offers this extensive warranty to the original owner of our trailers. Warranty starts from the date of sale as long we receive warranty registration within 30-days of purchasing trailer. If we do not receive warranty registration, our Limited One-Year Warranty will start from the ship date of the unit and our Limited Lifetime Frame Warranty will be limited to 3 years from the date of manufacture.



LIMITED LIFETIME FRAME WARRANTY

Towmaster warranties the trailer main frame (frame, crossmembers, gussets, beavertail, and tongue or gooseneck) for the lifetime of the trailer to the original licensed owner to be free from defects in material and workmanship. This LIFETIME WARRANTY does not cover the hitch (ball, pintle, and gooseneck fifth wheel), tires, wheels, axles, suspension, ramps, lights, wiring, paint, wood, d-rings or any other features or options outside the scope of the trailer main frame weldment. Limited Lifetime is determined by the following criteria: The life expectancy of the trailer which is determined to be 10 years on tag trailers 50,000 lb. capacity and lower, or 5 years on king-pin trailers 50,000 lb. capacity and up, to the original owner and is non-transferrable, limited to the first accident or overloading. This warranty also does not cover:

- 1. Products which have been operated in excess of rated capacities
- 2. Misuse, abuse or accidents
- 3. Vehicles which have been altered, modified or repaired in any manner not authorized by our company

FIVE-YEAR WARRANTY

Each Dexter Torflex Axle carries a limited 5-YEAR WARRANTY on the suspension to be free from defects in material and workmanship. Warranty is limited to Dexter warranty policy.

TWO-YEAR LIMITED WARRANTY

Depending upon which suspension is used, it may carry a limited 2-YEAR WARRANTY by its manufacturer.



FULL ONE-YEAR WARRANTY

Towmaster warranties each new product manufactured by us to be free from defects in material and workmanship for a period of one year from date of delivery to the original purchaser except as noted below.

This one-year warranty covers the entire trailer against material and workmanship except as noted:

1. New products which have been operated in excess of rated capacities
2. Misuse, abuse or accidents
3. Items that have been pinched (air or hydraulic hose)
4. Vehicles which have been altered, modified or repaired in any manner not authorized by our company
5. Second-hand or used vehicles
6. Wear items such as tires, battery, suspension, bearings, parking jacks
7. Products that have not been properly maintained (by the dealer or consumer)

In no way shall the manufacturer be held liable for consequential damages such as rentals of substitute vehicles, loss of profits or other commercial losses.

TIRE / BATTERY WARRANTY

New vehicle tires are warranted by their respective manufacturers and are prorated. Battery is warranted by Towmaster and is pro-rated.

TOWMASTER'S OBLIGATION

Our obligation under this warranty is to repair or replace, at no cost to the end user, any warrantable part proven defective within the time limit of this warranty at our factory or at an Authorized Towmaster Dealer. Towmaster will handle disposition of warranties on all other purchased components such as axles, suspensions, wheels, batteries, parking jacks and other purchased parts in conjunction with their respective manufacturers, and under the terms of their respective warranty policies.

We must receive immediate notification of a defect and no allowance will be made for repairs without our prior consent or approval. Manufacturer does not pre-authorize any dealership for warranty work. The dealer must call our warranty service department to receive an authorization number. If the work performed is not preauthorized with a claim number, it may be deemed void. Defective parts must be returned within twenty days of receipt of replacement parts or credit may not be given for the replacement parts and an invoice may be issued.

This warranty is in lieu of all other warranties, expressed or implied by law or otherwise, and there is no warranty of merchantability or fitness of purpose.

Manufacturer reserves the right to modify, without notice, specific designs, specifications, and policies (including warranty) as deemed advisable on our products described herein without obligation in regards to previously sold units. The manufacturer also reserves the right to discontinue any models without obligation in regards to models previously sold. This warranty is written under the laws of Minnesota, USA and some provisions in this warranty may be adjusted according to your local state, province or country's laws.

WARRANTY CLAIMS

Warranty claims must be through an authorized Towmaster trailer dealer. The dealer must call our warranty department and they will be provided with a claim form. Prior authorization is required before any work can be performed. Failure to get prior authorization may result in denial of the claim.

In order to better serve the dealer and the consumer, all warranty claims MUST HAVE a preauthorization number PRIOR to any warranty work being performed. If the work performed is not preauthorized with a claim number, the warranty claim may be deemed void. The dealer must call our warranty service department to receive an authorization number. Towmaster must also receive immediate notification of a defect in material or workmanship in order to expedite the warranty service.

Also, defective parts must be returned within 30 days of receipt of replacement parts or you will be invoiced for those parts.

Towmaster does not pre-authorize any dealership for warranty work. These procedures must be followed or the warranty will be null and void.

If you have any questions about our warranty policy, please contact our warranty department.

Call our warranty department at 320-593-4594.

When directed by our warranty and service department to return components, please send them to the shipping address below:

Towmaster Warranty Returns
61381 U.S. Hwy 12
Litchfield, MN 55355

Manufacturer reserves the right to modify, without notice, specific designs, specifications and policies (including warranty policy) as they see fit without obligation in regards to products previously sold. The manufacturer also reserves the right to discontinue any model or policy without obligation in regards to previously sold products.

REVISED 02/08/2011



State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: C.J. WALKER MACHINERY CO.

Signed: Mark I. Com

Date: 6/29/11

Title: SALES REPRESENTATIVE

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

RFQ No. 7011EC24

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: C.I. WALKER MACHINERY CO.

Authorized Signature: *M. J. Con...* Date: 6/29/11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29 day of June, 2011.

My Commission expires August 8, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Rena Renee Moles*

