



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
7010EC12

PAGE
1

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

PROPOSED

*709035731 304-949-6400
**CECIL I WALKER MACHINERY COMPA
 PO BOX 2427
 CHARLESTON WV 25329**

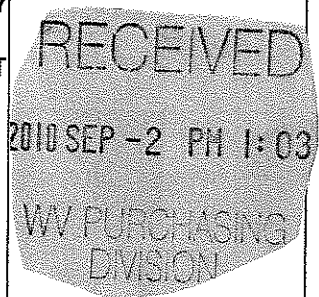
SHIP TO

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

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		060-06		
<p>TO PROVIDE 4 TON TANDEM AXLE TRAILER AS DESCRIBED IN</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER AN OPEN-END CONTRACT TO PROVIDE 4-TON TANDEM AXLE TRAILERS TO THE DIVISION'S EQUIPMENT DIVISION IN BUCKHANNON, WV, PER THE ATTACHED SPECIFICATION 250-1-F.</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/12/2010 @10:00A AT EQUIPMENT HEADQUARTERS RT 33 BRUSHY FORK ROAD, BUCKHANNON, WV, 26201.</p> <p>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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>M. S. Com</i>	TELEPHONE (304) 543-5406	DATE 9/1/2010	
TITLE Sales Representative	FEIN 709035731	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 personal 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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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33
304-558-2402 Michael Austin

VENDOR

*709035731 304-949-6400
 CECIL I WALKER MACHINERY COMPA
 PO BOX 2427
 CHARLESTON WV 25329

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
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 26201 304-472-1750

DATE PRINTED 07/22/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/02/2010 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON THURSDAY, 08/05/10</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTN: CHUCK BOWMAN 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: CHARLES.A.BOWMANJR@WV.GOV FAX: 304.558.4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304.558.2157.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 543-5406	DATE 9/1/2010
TITLE SALES REPRESENTATIVE	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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3

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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. S. Com...</i>	TELEPHONE (304) 543-5406	DATE 9/1/2010
TITLE Sales Representative	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASER

*709035731 304-949-6400
 CECIL I WALKER MACHINERY COMPA
 PO BOX 2427
 CHARLESTON WV 25329

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<p>THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 </p> <p>NO. 2 </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. I. Walker</i>	TELEPHONE (304) 543-5406	DATE 9/1/2010
TITLE SALES REPRESENTATIVE	FEIN 709035731	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
5

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>..... <i>M. J. Connor</i> SIGNATURE</p> <p>..... <i>C.I. Walker Machinery Co.</i> COMPANY</p> <p>..... <i>9/1/2010</i> DATE</p> <p>REV. 11/96</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. J. Connor</i>	TELEPHONE <i>(304) 543-5406</i>	DATE <i>9/1/2010</i>
TITLE <i>SALES REPRESENTATIVE</i>	FEIN <i>709035731</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 250-1-F

4 TON 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 TO NON-MANDATORY SPECIFICATIONS

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

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

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, 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.

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.

- 7.4.3 **Manufacturer's safety chains shall be of adequate size and strength for trailer capacity specified.**
- 7.4.4 **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.**
 - 7.5.3 **GVWR 12,000 pounds.**
- 7.6 **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.**
 - 7.7.3 **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.**
 - 7.7.6 **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.**

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.: 7010EC12

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: 50 YRS.

Years Company has been an authorized dealer for proposed unit: 3 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 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

NOTE: Vendor should type Bidder's Evaluation Report

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$4,292.⁰⁰ per unit

X6.0 SPECIFICATIONS - GENERAL

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

FELLING FT-10P, 2010 DATE OF MANUFACTURE

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

If not, why? _____

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

YES NO

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

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: Pan Drop Deck Trailer MAKE: FELLING

MODEL: FT-10 P YEAR: 2010 PURCHASE AMOUNT: \$4,292.00

ENGINE: MAKE: N/A MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____
N/A _____

GVW: 12,500 lbs. AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: ST 225/75 R15 D

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: App. 18'6" WIDTH: 96" LENGTH: Deck 12'0"

VENDOR CONTACT PERSON: Mat Conner PHONE: (304)543-5406

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:

Felling Five Year Warranty on Main Frame and Most Parts. Two Year
Bumper to Bumper Warranty by C.I. Walker Machinery to cover all
other parts,

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)

FELLING FIVE YEAR LIMITED WARRANTY TO COVER ALL FELLING MANUFACTURED
PARTS. C.I. WALKER MACHINERY TWO YEAR BUMPER TO BUMPER WARRANTY TO COVER
ALL OTHER PARTS.

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.

WARRANTY SERVICE TO BE PERFORMED AT C.I. WALKER MACHINERY FACILITY.
CONTACT: MATT CONNER, (304) 543-5406

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

C.I. WALKER MACHINERY CO. / WALKER EXPRESS
3 PARK ROAD HUB INDUSTRIAL PARK
NITRO, WV 25143

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: <u> - </u> % discount
B.	Terms: Net 60	Manufacturer's published list price less: <u> - </u> % discount
C.	Terms: Net 90	Manufacturer's published list price less: <u> - </u> % discount

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

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

A.	Shop Rate	\$ <u>64.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u> </u> per mechanic hour <u> </u> ; port to port <u> </u>
C.	Mileage Charge (Specify if one-way)	\$ <u> </u> per vehicle mile <u> </u> ; port to port <u> </u>
D.	Field Mechanic Rate	\$ <u> </u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u> 2 </u> YEARS
F.	Surcharge for miscellaneous items:	<u> </u> %

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: FELLING Model: FT-10 P

X7.1 Load capacity 9,500 pounds

X7.2 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? YES NO

X7.3.2 Platform length 12 feet

X7.3.3 Platform width between wheels 74 inches

X7.3.4 Platform height from ground level 17 inches

- X7.3.5 Is deck constructed of oak hardwood? (green lumber NOT acceptable) YES NO
Specify thickness of hardwood 2 inches
- X7.3.6 Is flooring secured to frame members by means of floor clips/counter sunk bolts? YES NO
- X7.3.7 Does unit have 4 stake pockets per side evenly spaced? YES NO
- X7.3.8 Does unit have 2 loading ramps bordered w/2"x2"x1/4" steel angle covered w/2" oak boards?
If not specify _____ YES NO
- X7.3.9 Is each ramp designed for lateral adjustment from side to middle of deck at rear?
 YES NO
- X7.3.10 Does each ramp include a spring assist lift/chain type stow device? YES NO
- X7.4 Frame:
- X7.4.1 Is main frame constructed of 6"x4"x3/8" steel angle with 3" channel crossmembers or an approved
equal? 5" Structural Channel
If not specify _____ YES NO
- X7.4.2 Is tongue A-frame, tag type with 5 position 2 5/8" ID pintle eye hitch? YES NO
- X7.4.3 Does unit have manufacturers safety chains of adequate size/strength for trailer capacity specified?
 YES NO
- Describe: 2 chains w/ hooks
- X7.4.4 Front Jack capacity 12,000 Pounds
- X7.4.5 Does unit have manufacturers fenders mounted over tandem axles/of adequate strength to support weight of operator? YES NO
- X7.4.6 Does unit have lockable tool box for storage built into A-frame area/water sealed?
 YES NO
- X7.5 Suspension:
- X7.5.1 Is suspension tandem axle? YES NO
Specify capacity each 6,000 lbs.
- X7.5.2 Are wheels/tires manufacturers standard for trailer capacity? YES NO
- X7.5.3 Specify GVWR 12,500 lbs.

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

X7.7.4 Does unit have 7-way electric male plug Cole Hersee Part #12081 or approved equal? YES NO

X7.7.5 Is electrical system a complete 12 volt system manufacturers heavy duty? YES NO

X7.7.6 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 trailer under structure? YES NO

X7.8. Are all features that are considered to be Mfg standard equipment that are not specifically addressed provided? YES NO

X7.9 Will unit be delivered to WVDOH with all manufacturers recommended safety related decals/safety features intact? YES NO

X7.10 Paint:

X7.10.1 Will trailer be painted manufacturers standard color for model specified? YES NO

X7.10.2 Describe proposed method of painting: Cleaned, degreased, primed and
painted Cobalt Blue w/ white stripe.

X7.10.3 Areas not normally painted by manufacturers are not painted blue on unit? YES NO

X7.10.4 Are samples of paint attached to bid? YES 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? YES NO

X7.12 Does unit meet advertising requirements?

YES NO

X7.13 Preventive Maintenance/Operators Orientation/Training

X7.13.1 Manufacturers or Dealer shall provide a one (1) preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon? YES NO

Will all training aids; i.e. videos, projectors, etc. be provided?

YES NO

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. I. WALKER MACHINERY CO. Signed: [Signature]

Date: 9/1/10 Title: SALES REPRESENTATIVE

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

RFQ No. 7010EC12

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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. I. Com...* Date: 9/2/10

State of West Virginia

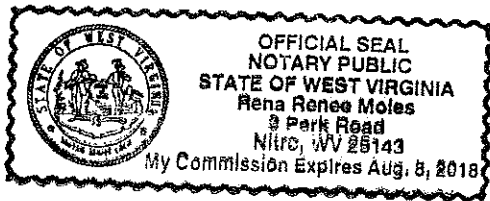
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2 day of September, 2010.

My Commission expires August 8, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Rena Renee Moly*



Exceptions to 7010EC12
C.I. Walker Machinery Co.
9/2/10

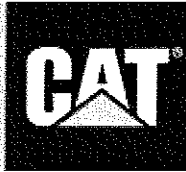
X7.3.6 Is flooring secured to frame members by means of floor clips / counter sunk bolts?

Boards are screwed to the frame

X7.4.1 Is main frame constructed of 6"x4"x3/8" steel angle with 3" channel crossmembers or an approved equal?

Approved equal: 5" structural channel tongue & .225" x 8" sides with 3" channel crossmember.

Walker



Matt Conner
Cell: 304-543-5406

Sales Quotation

Quote to: Division of Highways
Address: Route 33, Brushy Fork Road
Address: Buckhannon, WV 26201
Contact: Michael Austin
Phone: (304) 558-2402

Fax or 2nd Phone

Quote provided by: Matt Conner
Date: 9/2/2010

Item/Items Quoted

New/Used	Make	Model	S/N	ID No.	Misc.	Sale price
						\$4,292.00
		Felling FT-10 Pan Drop Deck Overall Width, 96" OD, 74" ID 12 Foot Deck 2" White Oak Deck Construction 6' x 14.5" Wood Inlaid Spring Assist Ramps, Slide To Center, Tread Plate Ends 17" Unloaded Deck Height Corner Ties, D-Rings, Stake Pockets (4 Per Side, Evenly Spaced) Electric Brakes On All Axles Dexter Spring Suspension ST225/75R15 D, White Mod, 6 Bolt Tires/Wheels 2 5/8" ID Pintle Eye Hitch 12,000 lb Drop Leg Jack 7 Pole RV Plug - COLE HERSEE #12081 LED Lights With Sealed Wiring Harness Tool Box With Lockable Cover. 45"w x 14"l x 8"h, 2.5 Cu. ft 12,500 lb GVWR 9,500 lb Load Capacity				

Additional Information

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.

FELLING TRAILERS

FIVE YEAR LIMITED WARRANTY POLICY

WARRANTY: **FELLING** Trailers, Inc. warrants your trailer will be free from defects in materials and workmanship, to the original purchaser. The trailer warranted hereunder must be operated by the purchaser in accordance with the practice approved by **FELLING** Trailers, Inc., with loads not exceeding the manufacturer's rated capacities and subject to all terms and conditions of this limited warranty. A copy of this signed warranty must be returned to **FELLING** Trailers, Inc. at the address listed within 10 days of the date of purchase or all warranties will be null and void. The address to send the warranty or contact for information is: **FELLING** Trailers, Inc. Warranty Department, 1525 Main Street South Sauk Centre, MN 56378. Fax information to: (320)352-5230. Email information to: warranty@felling.com.

NOTE:

ALL WARRANTY WORK MUST BE PRE-AUTHORIZED BY **FELLING TRAILERS, INC. WARRANTY MANAGER.** Failure to do so will result in no warranty payment of any kind. Labor amounts will be determined from the flat rate shop manual, not to exceed \$75.00 per hour. Contact the Warranty Manager to verify your labor rate.

FELLING Trailers, Inc.'s sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted trailer, which shall be returned to **FELLING** Trailers, Inc.'s factory location or authorized service facilities within five (5) years from the date of delivery to the original trailer purchaser, and which **FELLING** Trailers, Inc.'s examination shall disclose to its satisfaction to have been defective; provided, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such a defective trailer is returned by the purchaser to a location authorized by the Warranty Department of **FELLING** Trailers, Inc. with transportation and freight charges prepaid.

The customer may be required to deliver defective trailer to **FELLING** Trailers, Inc. if the trailer was destroyed as a result of defect covered in this warranty and the **FELLING** Trailers, Inc. Warranty Department is reasonably satisfied that the trailer was defective at the time of the sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION, OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF **FELLING TRAILERS, INC. THIS **FELLING** TRAILERS, INC. WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.**

REPAIR: **FELLING** Trailers, Inc. shall warrant the MAIN FRAME of the trailer for a period of five (5) years. Warranty coverage includes cracking, deformation, weld failure, paint peeling and excessive corrosion. Hydraulic components are warranted for a period of two (2) years.

Components manufactured by **FELLING** Trailers, Inc. (other than Main Frame) and Components supplied by other manufacturers shall be warranted under the following schedule:

I. Axles (Dexter Axles -2 year warranty), Suspension, Wheels, Rims, Hubs, Trailers, Inc. Manufactured Components FELLING	1 Year Over 1 Year	100% 0%
II. Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Landing Gear	1 Year Over 1 Year	100% 0%
III. Tires	Warranty claims must be made directly to the tire dealers.	

WARRANTY POLICY CONTINUED

IV. Paint Warranty. Does not cover Wear, Misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper Wash Solvents, Salt, Sand and/or Weather Conditions. Any Damage Caused by or Attributed to any act of God whatsoever is not covered by Manufacturer's Warranty.	3 Years Over 3 Years	100% 0%
V. Wood Products (if any)		0%

Your maintenance schedule shall be followed as dictated according to the appropriate manufacturer, to keep the warranty in force. The maintenance schedule is in your trailer packet.

Any modification, alteration or repair to any product manufactured by **FELLING** Trailers, Inc. without their prior knowledge and consent, will void manufacturer's warranty.

This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the original manufacturers and suppliers of component parts and accessories. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of **FELLING** Trailers, Inc.'s product will be assigned, if contractually permitted to the purchaser. This warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to normal wear items, light bulbs, paint, brake lining, brake drums, decking and the like. (Tire Warranties are expressly excluded from **FELLING** Trailers, Inc. warranty herein.) Purchaser is expected to pay for all repairs or replacement costs including any applicable freight in connection with this agreement, including sales and other taxes immediately upon completion of work performed. The warranty claim will be reviewed by **FELLING** Trailers, Inc. or the applicable vendor. If found to be covered by the said warranty and within the specified warranty time frame the customer would receive reimbursement of all or partial fees previously paid not including freight charges.

LIMITED OF LIABILITY: **FELLING** Trailers, Inc. shall not be liable to purchaser for any incidental or consequential damages suffered by purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by **FELLING** Trailers, Inc., any loss of or damage to any cargo loaded or shipped in or on our trailer, loss of anticipated profits, transportation expenses due to repair, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage of loss of any nature arising at any time or from any cause whatsoever. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

LIMITATION OF REMEDY: In the event of **FELLING** Trailers, Inc. failure to repair the trailer subject to the warranty contained herein, the purchaser's sole and exclusive remedy against **FELLING** Trailers, Inc. shall be for the repair or replacement of any defective part or parts of the trailer subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as **FELLING** Trailers, Inc. is willing and able to repair or replace defective parts in the prescribed manner.

This warranty is not transferable by the original purchaser. **FELLING** Trailers, Inc. reserves the right to modify or improve its products covered by this warranty.

Walker



Cecil I. Walker Machinery Co.
P.O. Box 2427
Charleston, WV 25329
304-949-6400 FAX 304-949-2378

W.V. Division of Transportation
Division of Highways
Equipment Division
PO Box 610
RT 33 Brushy Fork Rd
Buckhannon, WV 26201

September 2, 2010

TWO YEAR BUMPER TO BUMPER WARRANTY

WARRANTY: Felling Trailers carry a Five Year Limited Warranty that warrants the trailer will be free from defects in materials and workmanship, to the original purchaser. This five year period covers the main frame and parts manufactured by Felling. Some of the components used on Felling trailers are sourced from other manufacturers and carry shorter warranty periods (please see attached Felling Warranty Policy.)

C.I. Walker Machinery Co. will warrant any item that is not covered for a two year period by Felling, for a period of two years from date of purchase. This warranty will include basic parts and labor, excluding abuse and normal wear items.

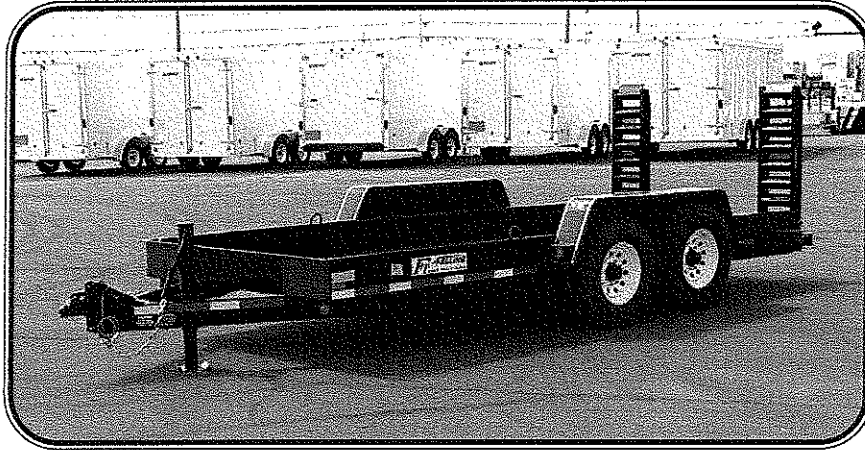
Sincerely,

A handwritten signature in black ink that reads "Matthew E. Conner".

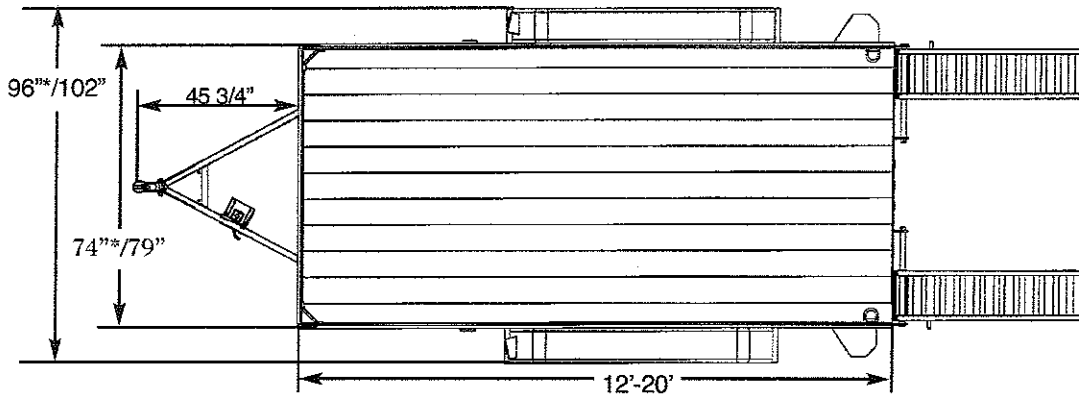
Matthew E. Conner
Sales Representative
C.I. Walker Machinery Co.
(304) 543-5406
mconner@walker-cat.com

FELLING PAN SERIES TRAILERS

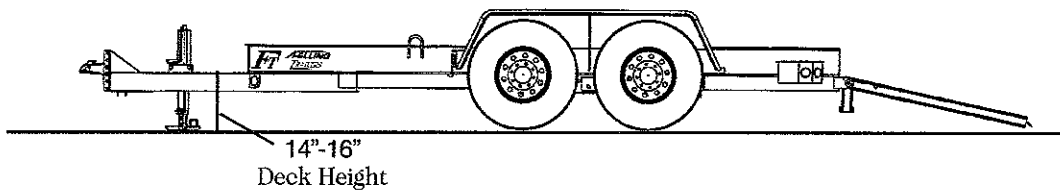
(Standard Trailer Specifications)



Shown above FT-12 FP (Floor Plate)



*FT-7 only



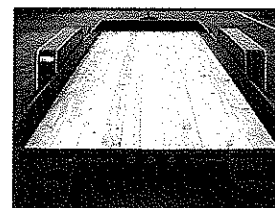
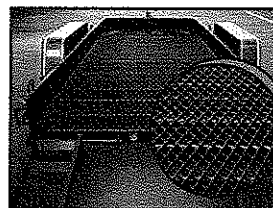
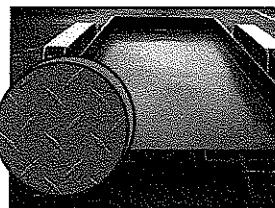
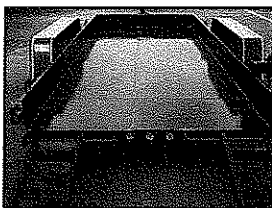
All **FELLING** TRAILERS come with a choice of 4 different deck materials!

P = Smooth Steel

FP = Floor Plate

G = Grat-X

W = Wood
Pressure Treated (std) or White Oak (opt)



Pan Style Trailers

	FT-7	FT-10	FT-12	FT-14	FT-16
GVWR <i>(With adequate hitch load)</i>	8,800#	9,980# 12,500#*	14,700#	17,200#	19,600#
Approximate Weight	1,800# - 14' (wood deck)	2,500# - 16' (wood deck)	2,700# - 16' (wood deck)	3,200# - 16' (wood deck)	3,600# - 16' (wood deck)
Deck Length	12'-16'	12'-18'	14'-20'		
Deck	Your choice of Smooth Steel, Floor Plate, Grat-X or Wood				
Tie Downs	6 D-rings, 2 Corner Tie Downs				
Width	8' (8' 6" opt)	8' 6"			
Main Frame	5" structural channel tongue & .225" x 8" sides		6" structural channel tongue & .225" x 10" sides		H-Beam, 8" x 15# (4" wide) x 12" sides
Crossmembers	4" & 3" channel crossmembers				
Axles	2-3,500# Dexter (4" drop)	2-6,000# Dexter (4" drop)		2-7,000# Dexter (4" drop)	2-8,000# Dexter Oil Bath
Brakes	Dexter Nev-R-Adjust 10" x 2-1/4" electric on all 4 wheels	Dexter Nev-R-Adjust 12" x 2" electric on all 4 wheels			
Suspension	1-3/4" x 4 leaf double eye (3,500# ea.)	2" x 5 leaf slipper spring (7,000# ea.)			
Tires	ST225/75R15 LRD radial		ST235/80R16 LRE radial		215/75R17.5 LRH radial
Wheels	5 hole white mod	6 hole white mod	8 hole white mod		
Hitch	Adj. 2-3/8" or 2" coupler	Adj. 2-3/8" coupler or lunette eye		adj. lunette eye (2-3/8" coupler opt)	
Jack	2,000# swivel-up	7,000# drop-leg	12,000# drop-leg		
Deck Height (loaded)	14" (16" unloaded)	15" (17" unloaded)	16" (18" unloaded)		
Ramps	5' spring-assist			6' spring-assist	
Paint	Completed trailer is fully shot-blasted for superior paint adhesion, primed with 2 coats of a rust prohibitive primer and then painted with 3 coats of high gloss urethane topcoat, electrostatically applied.				
Electrical	DOT/SAE approved sealed beam LED lights. Sealed modular wiring harness.				
Breakaway	Rechargeable gel cell with self-diagnostic battery level meter.				

* When ordered with conspicuity tape option.

Your **FELLING** TRAILER Dealer.

FELLING TRAILERS

DROP-DECK TRAILERS

E Series - Pan Series - L Series - I Series



FT-16 E
Shown with optional
Toolbox and Viper Red paint.



FT-20 I



DD-100

The **FELLING** Style
Quality ~ Craftsmanship ~ Pride

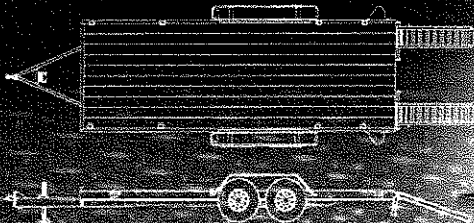


Since 1974

E SERIES

Definition - Drop-Deck trailer constructed of a heavy duty structural channel (H-beam on FT-16 E and up) frame with a stacked hitch design and Jr. I-beam crossmembers.

- Load Capacities ranging from 6,000 lbs. to 24,000 lbs.
- Loaded deck heights, 20" to 24.5"
- Deck width 102" OD, 82" ID (84" ID with open wheel wells.)
- Ease in loading/unloading with Open Deck Design.
- Tie Downs: (8) D-rings.
- LED lights, with sealed wiring harness.
- Offered in Wide Deck Option (WD) deck width extends to be flush with outer edge of fenders.
- Boring & Paving Packages Available.



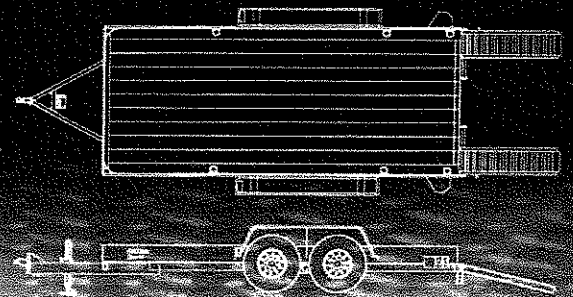
FT-16 E
shown with optional toolbox, stake pockets and Viper-Red paint.



PAN SERIES

Definition - Drop-Deck trailer constructed of a structural channel tongue, fabricated steel pan sides and Jr. I-beam crossmembers.

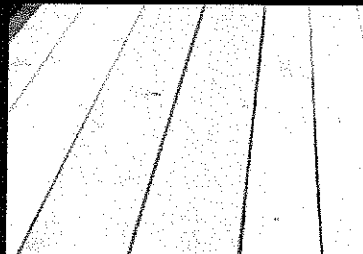
- Load Capacities ranging from 7,000 lbs. to 14,000 lbs.
- Fabricated steel pan sides, 8" to 10" (12" sides on 18' deck lengths and up.)
- Loaded deck heights: 14" - 16"
- Deck width 79"
- Tie downs: (2) corner tie downs, (6) D-rings.
- LED lights, with sealed wiring harness.



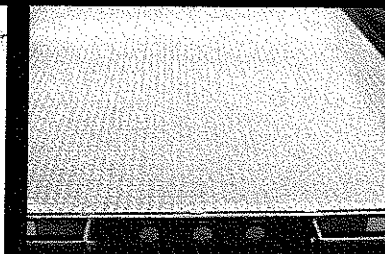
FT-12 P
shown with optional toolbox.

FELLING
DECKING
OPTIONS
DROP-DECK SERIES

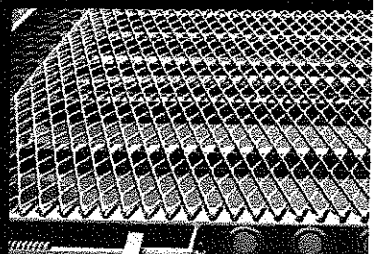
WOOD
(Pressure Treated, White Oak & Angelim)



FLOOR PLATE



EXPANDED METAL



I SERIES

Definition - Drop-Deck trailer constructed of a Cold Formed I-beam main frame and Jr. I-beam crossmembers.

- Load Capacities ranging from 7,480 lbs. to 20,000 lbs.
- Loaded deck heights, 20" to 24.5".
- (2) Cold Formed beams create a clean and strong single frame design.
- Deck width 102" OD, 82" ID.
- Tie downs: (8) D-rings.
- LED lights, with sealed wiring harness.
- Boring Packages Available.



L SERIES

Definition - Drop-Deck trailer constructed of an angle iron frame and Jr. I-beam crossmembers.

- Load Capacities ranging from 7,000 lbs. to 14,000 lbs.
- Loaded deck heights, 19" to 20".
- Deck width 102" OD, 81" ID on FT-10 L thru FT-14 L.
- Tie Downs: (2) Corner Tie Downs & (6) D-rings.
- LED lights, with sealed wiring harness.

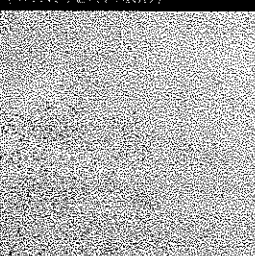
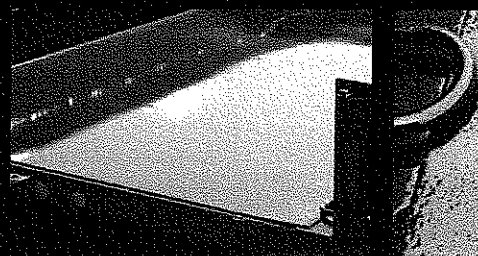
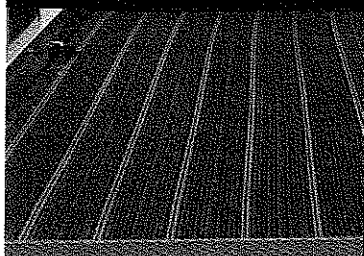


RUBBER

SMOOTH STEEL

SMOOTH STEEL
(WITH ANTI-RIB)

DOVETAIL
(LENGTH & MATERIAL VARY)



ALL ALUMINUM CONSTRUCTION & HOT DIP GALVANIZING AVAILABLE ON ALL MODELS.

Drop - Deck Standard Specifications	Deck Length	Deck Width	Trailer Weight (approx.)	Deck Height (loaded)	Frame	Cross-members	Wheels & Tires	Ramps	Jack	GVWR (lbs.)
FT-7	E - Series	14' (4.26 m.)	102" OD, 82" ID	1,800 lbs./816 kg.	20" (50 cm.)	5" Struc. Chan.	3" Jr. I	ST225/75R15 D 5 Bolt	5' Spring Assist	2K 8,800
	L - Series	14' (4.26 m.)	102" OD, 81" ID	1,800 lbs./816 kg.	20" (50 cm.)	5"x3"x3/8" angle iron	3" Jr. I	ST225/75R15 D 5 Bolt	5' Spring Assist	2K 8,800
	Pan Series	14' (4.26 m.)	96" OD, 74" ID	1,800 lbs./816 kg.	14" (35.5 cm.)	8" pan sides	3" Jr. I	ST225/75R15 D 5 Bolt	5' Spring Assist	2K 8,800
FT-10	E - Series	16' (4.87 m.)	102" OD, 82" ID	2,500 lbs./1,134 kg.	21" (53.3 cm.)	6" Struc. Chan.	3" Jr. I	ST225/75R15 D 6 Bolt	5' Spring Assist	7K 9,980
	I - Series	16' (4.87 m.)	102" OD, 82" ID	2,500 lbs./1,134 kg.	21" (53.3 cm.)	6" I-Beam	3" Jr. I	ST225/75R15 D 6 Bolt	5' Spring Assist	7K 9,980
	L - Series	16' (4.87 m.)	102" OD, 81" ID	2,500 lbs./1,134 kg.	20" (50 cm.)	6"x4"x3/8" angle iron	3" Jr. I	ST225/75R15 D 6 Bolt	5' Spring Assist	7K 9,980
	Pan Series	16' (4.87 m.)	102" OD, 79" ID	2,500 lbs./1,134 kg.	15" (38.1 cm.)	8" pan sides	3" Jr. I	ST225/75R15 D 6 Bolt	5' Spring Assist	7K 9,980
FT-12	E - Series	16' (4.87 m.)	102" OD, 82" ID	2,700 lbs./1,224 kg.	22" (55.8 cm.)	7" Struc. Chan.	3" Jr. I	ST235/80R16 E 8 Bolt	5' Spring Assist	12K 14,700
	I - Series	16' (4.87 m.)	102" OD, 82" ID	2,700 lbs./1,224 kg.	22" (55.8 cm.)	6" I-Beam	3" Jr. I	ST235/80R16 E 8 Bolt	5' Spring Assist	12K 14,700
	L - Series	16' (4.87 m.)	102" OD, 81" ID	2,700 lbs./1,224 kg.	22" (55.8 cm.)	6"x4"x3/8" angle iron	3" Jr. I	ST235/80R16 E 8 Bolt	5' Spring Assist	12K 14,700
	Pan Series	16' (4.87 m.)	102" OD, 79" ID	2,700 lbs./1,224 kg.	16" (40.6 cm.)	10" pan sides	3" Jr. I	ST235/80R16 E 8 Bolt	5' Spring Assist	12K 14,700
FT-14	E - Series	16' (4.87 m.)	102" OD, 82" ID	3,200 lbs./1,451 kg.	22" (55.8 cm.)	7" Struc. Chan.	4" & 3" Jr. I	ST235/80R16 E 8 Bolt	6' Spring Assist	12K 17,200
	I - Series	16' (4.87 m.)	102" OD, 82" ID	3,200 lbs./1,451 kg.	22" (55.8 cm.)	6" I-Beam	3" Jr. I	ST235/80R16 E 8 Bolt	6' Spring Assist	12K 17,200
	L - Series	16' (4.87 m.)	102" OD, 80" ID	3,200 lbs./1,451 kg.	23" (58.4 cm.)	7"x4"x1/2" angle iron	3" Jr. I	ST235/80R16 E 8 Bolt	6' Spring Assist	12K 17,200
	Pan Series	16' (4.87 m.)	102" OD, 79" ID	3,200 lbs./1,451 kg.	16" (40.6 cm.)	10" pan sides	4" & 3" Jr. I	ST235/80R16 E 8 Bolt	6' Spring Assist	12K 17,200
FT-15	E - Series	16' (4.87 m.)	102" OD, 82" ID	3,500 lbs./1,587 kg.	22" (55.8 cm.)	8" Struc. Chan.	4" & 3" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 17,900
	I - Series	16' (4.87 m.)	102" OD, 83.5" ID	3,500 lbs./1,587 kg.	22" (55.8 cm.)	10" I-Beam	3" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 17,900
FT-16	E - Series	16' (4.87 m.)	102" OD, 81" ID	3,600 lbs./1,632 kg.	24" (61 cm.)	8" H-Beam	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 19,600
	I - Series	16' (4.87 m.)	102" OD, 82" ID	3,600 lbs./1,632 kg.	24" (61 cm.)	10" I-Beam	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 19,600
	Pan Series	16' (4.87 m.)	102" OD, 79" ID	3,600 lbs./1,632 kg.	16" (40.6 cm.)	12" pan sides	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 19,600
FT-20	E - Series	20' (6.09 m.)	102" OD, 82" ID	4,000 lbs./1,814 kg.	24.5" (62.2 cm.)*	8" H-Beam	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 24,000
	I - Series	20' (6.09 m.)	102" OD, 82" ID	4,000 lbs./1,814 kg.	24.5" (62.2 cm.)*	10" I-Beam	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 24,000
FT-24-3	E - Series	20' (6.09 m.)	102" OD, 81" ID	4,000 lbs./1,814 kg.	22" (55.8 cm.)	8" H-Beam	4" Jr. I	215/75R17.5 H 8 Bolt	6' Spring Assist	12K 28,000

*With optional drop torsion axle.

CUSTOMIZATION: *Definition* - To modify or build according to individual or personal specifications or preference.

Felling Trailers believes that "It's All In The Details" when it comes to building a trailer. We build trailers to accommodate *your* equipment and to suit *your* needs, right down to the last detail. The options and features are limitless...contact Felling Trailers to design the trailer that is right for you.

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