



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

# Request for Quotation

RFO NUMBER  
**708C0006**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/19/2007	Net 30		Destination	
ID OPENING DATE: 12/05/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		060-74	See Page 8	See Page 8
TEREX MODEL TX760B LOADER, BACKHOE BOOM SWIVEL PARTS  CONTRACT TO PROVIDE TEREX MODEL TX60B LOADER, BACKHOE BOOM SWIVEL PARTS OR EQUAL WHICH MAY BE REQUIRED BY THE WV DIVISION OF HIGHWAYS PER THE ATTACHED.  THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS 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 30 DAYS WRITTEN NOTICE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Signature: *Joseph M. Daulton*  
 Territory Mgr. FEIN: 55-0219530  
 Telephone: 304-623-5670  
 Date: 12/4/07  
 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)**

wards will be made in the best interest of the State of West Virginia.

The State may accept or reject in part, or in whole, any bid.

All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.

Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**708C0006**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/19/2007				

BID OPENING DATE: **12/05/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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 TO 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Delle</i>	TELEPHONE 304-623-5670	DATE 12/4/07
TITLE Territory Mgr.	FEN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN  
 304-558-2402**

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Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

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BID OPENING DATE: **12/05/2007** BID OPENING TIME **01:30PM**

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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Della</i>	TELEPHONE 304-623-5670	DATE 12/4/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN  
 304-558-2402**

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Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

**DIVISION OF HIGHWAYS  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p><b>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Swartz</i>	TELEPHONE 304-623-5670	DATE 12/4/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**708C0006**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN  
 304-558-2402**

**RFQ COPY  
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Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

**DIVISION OF HIGHWAYS  
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<p>PRECEDING SUBMISSION OF THIS BID;  OR  ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Qualls</i>	TELEPHONE 304-623-5670	DATE 12/4/07
TITLE Territory Mgr.	FEBN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER:  
**708C0006**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN  
 304-558-2402**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

**DIVISION OF HIGHWAYS  
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<p>CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Logan Corporation</p> <p>DATE: 12/4/07</p> <p>SIGNED: <i>Joseph M. Swald</i></p> <p>TITLE: Territory Mgr.</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Swald</i>	TELEPHONE 304-623-5670	DATE 12/4/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
**708C0006**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

**RFQ COPY**  
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Logan Corporation  
 Rt 2 Box 924  
 Clarksburg, WV 26301

**DIVISION OF HIGHWAYS**  
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<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:            SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 708C0006</p> <p>BID OPENING DATE: 12/05/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            304-623-5676</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            Joe Dinaldo</p> <p>***** THIS IS THE END OF RFQ 708C0006 ***** TOTAL: <u>See Page 8</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joe Dinaldo</i>	TELEPHONE 304-623-5670	DATE 12/04/07
TITLE Territory Mgr.	FEN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



**BID SCHEDULE****DESCRIPTION – WAIN ROY SIDE ANGLE COUPLER SYSTEM**

	Unit Price
1. NEW MANUAL SWINGER SIDE ANGLE COUPLER SYSTEM, 40 DEGREE ANGLE	<u>\$ 2268.<sup>83</sup></u>
2. AUXILLARY HYDRAULIC KIT FOR COUPLER	<u>\$ 2875.<sup>16</sup></u>
3. NEW 36" GRADING BUCKET WITH BOLT ON EDGE	<u>\$ 964.<sup>25</sup></u>

**MUST HAVE CAPABILITY OF QUICK DISCONNECT BUCKET BY REMOVAL OF PIN.**

**MUST BE COMPATABLE WITH BUCKET SUPPLIED BY MANUFACTURER CURRENTLY ON HOE.**

**EXISTING WAIN ROY BUCKET MUST FIT UNIT QUOTED.**

Any late changes from the indicated delivery schedule without prior approval by the Division of Highways may be cause for cancellation.

**ORDERING INFORMATION:** Parts orders against this contract may be placed by the WV DOH Equipment Division and the ten (10) WVDOH District. These parts orders may be placed by telephone and /or facsimile.

**ORDERS LESS THAN \$100.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATE**

**DELIVERY:** Delivery shall be made to the WVDOT/DIVISION OF HIGHWAYS locations as shown on page 11.

**ALL SHIPMENTS ARE TO BE FOB DESTINATION.**

**FREIGHT CHARGE WILL ONLY BE ALLOWED FOR 24 HR. SERVICE.**

Delivery is an integral part of this contract 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.

All warranty claims that require field service shall be done by the vendor at no cost to the WV Division of Highways.

The vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the WV Division of Highways.

**Material Safety Data Sheet:** In addition to meeting current Federal & State laws and requirements concerning Hazardous Chemicals, vendor shall forward with shipment a proper and current Material Safety Date Sheet (MSDS) to the Equipment Division in Buckhannon. Furthermore, vendor shall furnish the State and/or its agencies additional MSDS as requested. By offering and signing a bid response the vendor agrees to these conditions.

The vendor will furnish the State of West Virginia with current price lists and supplement sheets as published by each manufacturer as listed above, manuals and catalogs as may be required. The Department of Highways cannot process invoices for payment until the most current price list is received. Also the State Auditors Office will not approve any invoices for payment without the most current price list. **ALL DETAILS PERTAINING TO THE PRICE LISTS AND SUPPLEMENTS WILL BE HANDLED BY THE PROCURMENT OFFICE OF THE WEST VIRGINIA DIVISION OF HIGHWAYS, CHARLESTON, WV.** The Division of highways reserves the right to revise this section of the contract pertaining the district listing should the amount of the districts increase. The afore mentioned price lists should be forward directly to the addresses listed below:

Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. Orders should be delivered in a MAXIMUM OF THREE (3) WORKING DAYS OR THE WVDIVISION OF HIGHWAYS PARTS EXPEDITOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THEAPPROVAL OF THE EQUIPMENT DIVISION DIRECTOR OR/THE DISTRICTEQUIPMENT SUPERVISOR OR HIS DESIGNEE. ALL OPEN MARKETPURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent. Any new parts placed on the market by the manufacturer during the contract period shall be made available to the WV Division of Highways at the Manufacturers published Fleet price less the discount listed above.

All deliveries of merchandise and/or shipping documents at each organization must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of the carton or on documents will be returned to the shipper at shipper expense.

***Equipment Division***

WV Division of Highways  
PO Box 610  
Buckhannon, WV 26201  
ATTENTION: Kevin Riley (FOUR COPYS)

WVDOT/Division of Highways  
D-1  
1340 Smith St.  
Charleston, WV 25301  
Attn: Melissa Mullens

WVDOT/Divison of Highways  
D-2  
Po. Box 880  
Huntington, WV 25712  
Attn: Keith Chapman

WVDOT/Division of Highways  
D-3  
626 Depot St.  
Parkersburg, WV 26101  
Attn: Mark Kimes

WVDOT/Division of Highways  
D-4  
P.O. BOX 2570  
Clarksburg, WV 26301  
Attn: John Bartlett

WVDOT/Division of Highways  
D-5  
PO BOX 99  
BURLINGTON, WV 26710  
Attn: Pat Broadhurst

WVDOT/Division of Highways  
D-6  
1 DOT Drive.  
Moundsville, WV 26041-2353  
Attn: Carol Ryan

WVDOT/Division Highways  
D-7  
Drawer 1228  
Weston, WV 26452  
Attn: Melissa Jordan

WVDOT/Division of Highways  
D-8  
PO Box 1516  
Elkins, WV 26241  
Attn: Debbie Barnett

WVDOT/Division of Highways  
D-9  
103 1/2 Church Street  
Lewisburg, WV 24901  
Attn: Keith Brown

WVDOT/Division of Highways  
D-10  
270 Hardwood Lane  
Princeton, WV 24740  
Attn: Tommy Camden

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Logan Corporation

Authorized Signature: Joseph M. [Signature]

Date: 12/04/2007



# WAIN ROY<sup>®</sup> SWINGER<sup>®</sup> COUPLER SYSTEM

featuring

**SERIES 2XLS**  
WAIN ROY EXTENDED LIFE SYSTEM

**HYDRAULIC  
SIDE ANGLE COUPLER  
SYSTEM**



**WOODS**



## OVERVIEW- SIDE ANGLE COUPLER

The hydraulically-rotated side angle coupler is designed to maximize the tool handling capability of tracked and rubber tired excavators and standard and extendible-stick tractor-loader-backhoes while retaining the efficient mounting characteristics of rigid style quick change coupler systems.

The side angle coupler allows the attachment to be maneuvered laterally up to a total of 90° providing a greater degree of flexibility, precision, and control over a number of applications and conditions. Even in the most common tasks the increased maneuverability of the attachment can extend productivity and efficiency by requiring that the machine be repositioned less frequently.

The side angle coupler accepts a variety of common attachments including ditching, grading, v-ditching, trenching and Jaw® buckets. In addition it accepts grapples, hydraulic breakers, vibratory compactors and single point rippers for use in a wide range of construction, excavation and demolition applications.

### Ditching, grading and trenching.

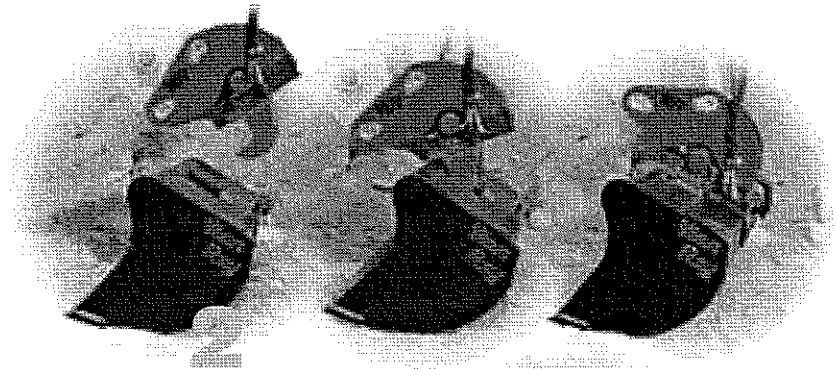
The side angle coupler is especially well suited to applications on a berm or an embankment as well as ditching, grading, or trenching operations requiring angling or digging underneath fixed objects as in laid pipe or underground tanks.

### Demolition and clearing.

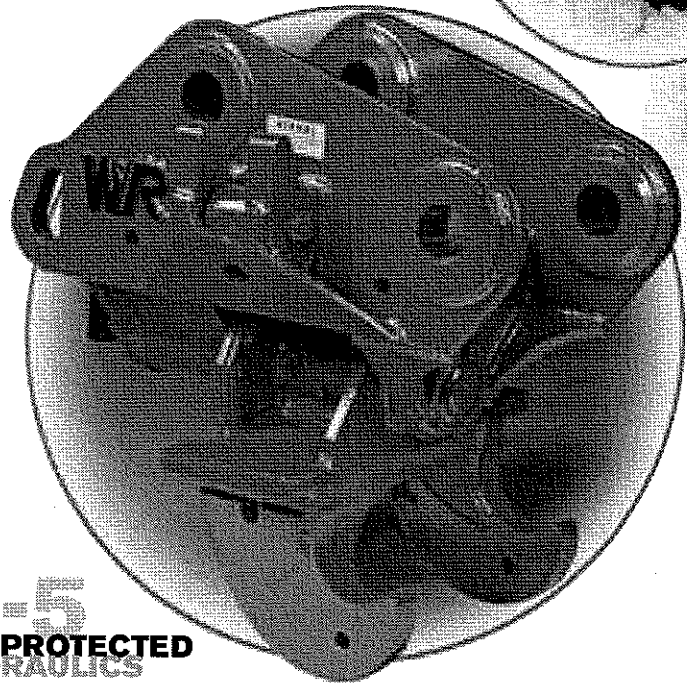
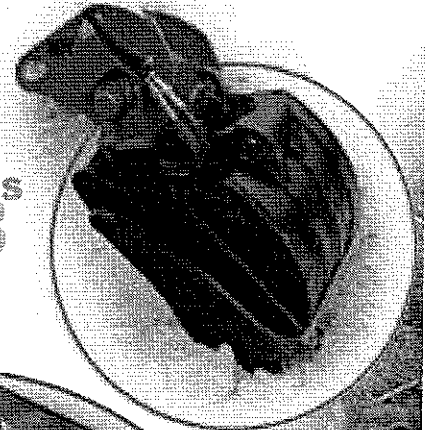
A side angle coupler allows accurate maneuvering of hydraulic breakers to break up small material. Also, with Jaw® or grapple attachments, easily separate excess soil from tree roots or separation of concrete from rebar prior to disposal.

### Landscaping.

With a side angle coupler the bucket can be tilted to more evenly pour and distribute material. Utilize this coupler system with a grapple or Jaw® bucket, to precisely place plantings and rocks.



**SHORTER  
TIP RADIUS  
3**



**4-5  
PROTECTED  
HYDRAULICS**

Recognized as the industry leader in rigid quick change coupler systems, the Wain Roy® brand is renowned for innovation and reliability. The Wain Roy Swinger® side angle coupler is no different, designed to provide the same rugged level of service, the same innovative technology and the same time saving benefits as our rigid system in a horizontally articulated side angle coupler.

### Series 2XLS technology.

Groundbreaking and revolutionary, the Wain Roy Swinger coupler system utilizes Series 2XLS technology, a patented fulcrum plate design that significantly reduces the destructive free-play between coupler and attachment and allows precise refitting with simple hand tools.

### Efficient.

A quick change coupler, the Swinger system allows for the easy attachment of a variety of productive tools to your machine in minutes, making multiple accessory changeovers a simple task.

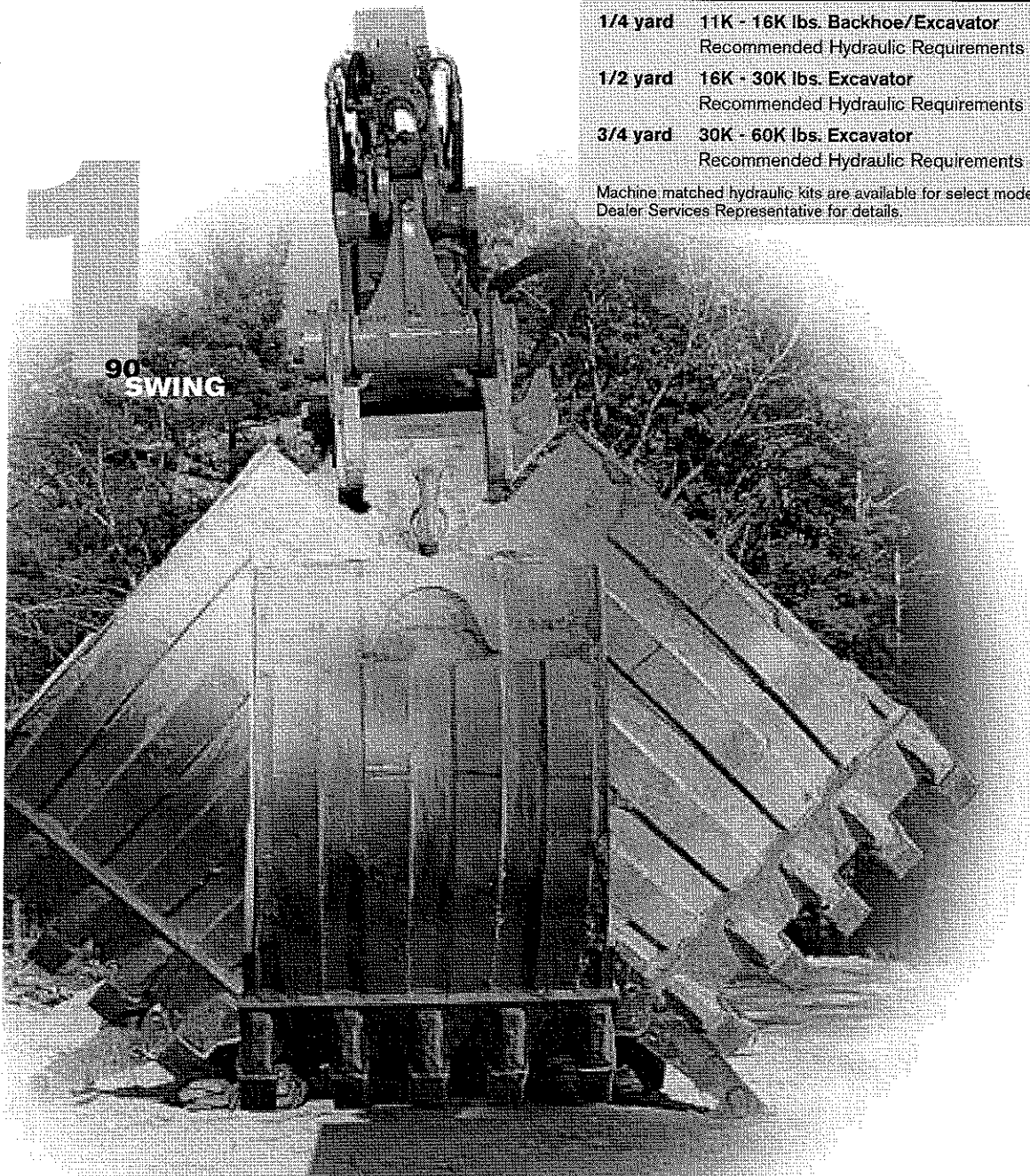
### Universal.

Each of our versatile quick attach tools is designed to smoothly fit up with any brand or model machine equipped with a Wain Roy Swinger.

# specifications

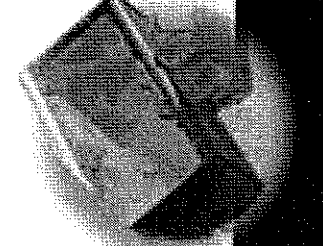
1/4 yard	11K - 16K lbs. Backhoe/Excavator	225 - 275 coupler lbs.
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max
1/2 yard	16K - 30K lbs. Excavator	400 - 500 coupler lbs.
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max
3/4 yard	30K - 60K lbs. Excavator	800 - 1,000 coupler lbs.
	Recommended Hydraulic Requirements	10 - 15 GPM, 3,500 PSI max

Machine matched hydraulic kits are available for select models, please contact your Woods Dealer Services Representative for details.



90° SWING

DITCHING  
BUCKET



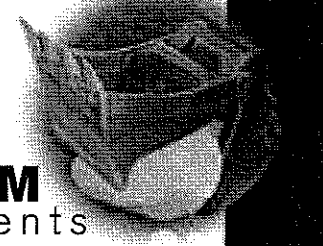
RIPPER  
BUCKET



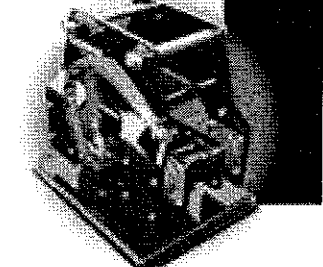
GRAPPLE



JAW  
BUCKET



COMPACTOR



## features

1 The Swinger allows an operator to rotate the attachment up to a total of 90° for greater control and flexibility across many common applications.

2 All Wain Roy brand couplers are designed to make multiple tool changeovers quick and easy.

3 A short tip radius design allows for significant digging forces.

4 The exclusive design features stationary external hose connections which eliminate binding or pinching. The hydraulic cylinder is positioned to minimize movement and provide protection from debris and is uncomplicated in design for easy maintenance.

5 While the new Series 2XLS style hook is up to 40% stronger than prior designs, it is engineered to continue to fit older model attachments.

## WAIN ROY SWINGER® COUPLER SYSTEM

## applications & attachments

Use in landscape and golf course maintenance for effective operation on berms, hills and embankments. Use in utility contracting to dig underneath laid pipes. Use to excavate foundations and swimming pools, clean canals, or finish grade. The Swinger coupled with a **Wain Roy ditching**, grading, hi-cap, trenching or **Ripper Bucket**® is a highly versatile combination.

Angle the bucket and use the corner to break up frozen or compacted ground. When pouring material, angle the bucket to achieve finer placement and more even distribution.

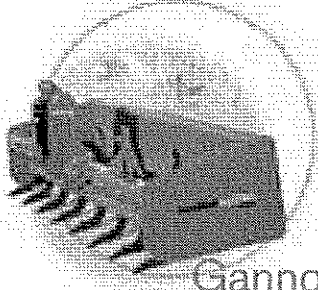
Pull stumps and shake off excess dirt, clear roads, separate rebar from concrete, or precisely place stones, pipe, or plantings with the Swinger coupler and a **Wain Roy Jaw**® bucket or **hydraulic grapple**.

A Gannon® brand **vibratory driver/compactor** and Swinger coupler combination facilitates trench compaction and post driving applications.



# WOODS CONSTRUCTION EQUIPMENT

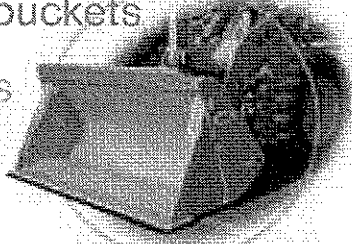
Tools for productivity



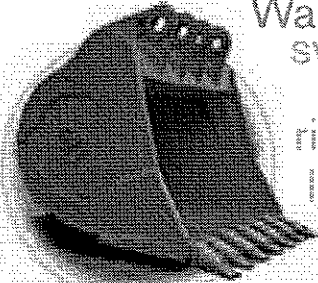
Woods® multi-purpose loader buckets

hydraulic couplers  
compactors

Gannon® industrial box scrapers

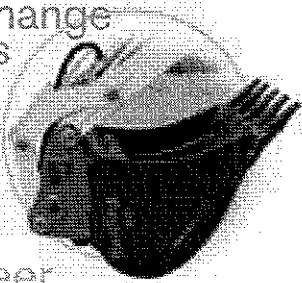


jaw grapple



Wain-Roy® quick change swinger couplers

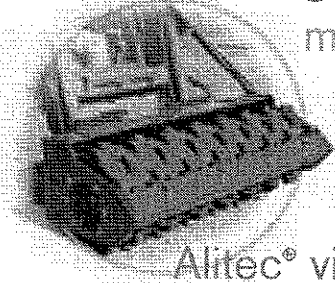
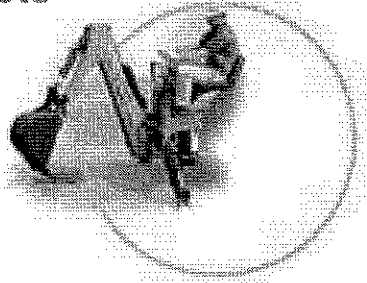
buckets  
ripper buckets  
loader backhoe buckets



skid steer

CF® excavator buckets

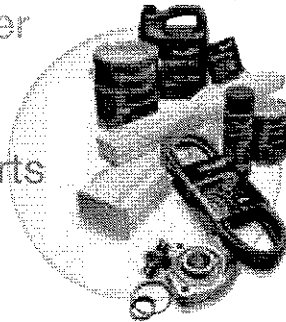
mining buckets  
attachments  
landscape tools  
backhoes



Alitec® vibratory rollers

stump grinder

WoodsCare™ genuine repair parts



We manufacture a world of tools to make you more productive.

WoodsConstruction™ supplies buckets, coupler systems, and other attachments for construction applications.

WoodsAgricultural™ offers tractor-powered productivity tools for cutting, shredding, and specialty agricultural applications.

WoodsLandscape™ provides tractor and self-powered tools for mowing, landscaping, and general grounds care.

WoodsCare™ provides parts and services for the total ongoing care of your Woods equipment.

WoodsTisco™ supplies a comprehensive line of aftermarket replacement parts and accessories.

For more information: 1-800-848-3447

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[www.woodsonline.com](http://www.woodsonline.com)

# WOODS®

WARNING! Some illustrations may show safety shields removed to provide a better view. Equipment should never be operated with any safety shielding removed. Some machines in this catalog may be with optional equipment. Always operate machines in accordance with supplied operating manuals. Specifications are subject to change without notice. Woods, Wain-Roy, Gannon, Swinger, JAW, and Ripper Bucket are registered trademarks of Woods Equipment Company. ©1999 Woods Equipment Company. All rights reserved. F-9991-GL (Rep. 10/05)