



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
708EC004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

Logan Corporation
 Rt 2 Box 924
 Clarksburg, WV 26301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2007			Delivered	

BID OPENING DATE: **11/13/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		765-66	\$13,443.33	\$13,443.33
<p>FIVE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 5 CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE AND CHEMICAL SPREADER (HYDRAULIC) AS DESCRIBED IN THE ATTACHED SPECIFICATIONS 012-1-Z.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 10/26/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON TUESDAY, 10/16/07. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV. 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MAUSTIN@WVADMIN.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2316.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Joseph M. Small</i>	304-623-5670	11/12/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Territory Mgr.	55-0219530	

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

Logan Corporation
 Rt 2 Box 924
 Clarksburg, WV 26301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2007				

BID OPENING DATE: **11/13/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</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 SERVICE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Swartz</i>	TELEPHONE 304-623-5670	DATE 11/12/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

Logan Corporation
 Rt 2 Box 924
 Clarksburg, WV 26301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/24/2007				

BID OPENING DATE: 11/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Joseph M. Snodgrass</i>	304-623-5670	11/12/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Territory Mgr.	55-0219530	

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

Logan Corporation
 Rt 2 Box 924
 Clarksburg, WV 26301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/24/2007				

BID OPENING DATE: 11/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>Joseph M. Donald</i>	Territory Mgr.	55-0219530	304-623-5670	11/12/07

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

Logan Corporation
 Rt 2 Box 924
 Clarksburg, WV 26301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2007				

BID OPENING DATE: 11/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				33		
RFQ. NO.:				708EC004		
BID OPENING DATE:				11/13/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-623-5676		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Joe Dinaldo	304-641-2011	
***** THIS IS THE END OF RFQ 708EC004 ***** TOTAL:						\$13,443.33

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Dinaldo</i>	TELEPHONE 304-623-5670	DATE 11/12/07
TITLE Territory Mgr.	FEIN 55-0219530	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. 012-1-Z

OPEN END CONTRACT
FIVE CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (HYDRAULIC)

1.0 PURPOSE

It is the purpose of these specifications to describe a Five Cubic Yard Stainless Steel Demountable Abrasive and Chemical Spreader (Hydraulic) (hereinafter referred to as a "spreader" 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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 135 days maximum after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 45 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.**

Prices for the units shall be in quantities of 1-10, 11-20, 21-30, 31-40, 41-50, and 51 and over. However, for evaluation purposes, we will use quantities 1 -10. DOH reserves the right to place multiple orders in any quantity.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

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

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

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

- 7.4.4 Overall height to be 48 inches approximate
- 7.4.5 **Inside width to be 84 inches maximum.** 82"
- 7.4.6 **The body sides must slope at approximately 45° pitch to insure free flow of materials to the conveyor.**
- 7.4.7 **The body sides and end-gates to be constructed with minimum 12 gauge 304 stainless steel.**
- 7.4.8 Top of the body is to have a formed double crimped section for additional support.
- 7.4.9 **Sills shall be of a minimum of 10 gauge 304 stainless steel with longitudinal flanges supported on rectangular formed cross sills.**
- 7.4.10 Approximately four (4) each side of 12 gauge 304 stainless steel full slope body side supports rigidly tying in the formed cross sills with the body sides to give the highest degree of resistance to warping or twisting under heavy loads.
- 7.4.11 **The body shall be provided with four (4) 304 stainless steel 5/8 inch round lifting eyes; the inside eye opening shall be designed to allow the passage of an alloy eye grade 80 3/8 inch grab hook with a width dimension of 2 11/16 inch (with the top screen down in the rest position on top of the spreader); two (2) on each side of spreader mounted and secured in such a manner that the entire unit may be safely lifted for storage/installation purposes.**
- 7.4.12 **All necessary hardware shall be stainless steel.**
- 7.4.13 **A 12 gauge 304 stainless steel front mounted spill shield shall be provided. The spill shield to be 76 inches wide x 20 inches long and sloped front to rear, in order that loaded material, salt, cinders, etc. will fall into hopper as spreader unloads.**
- 7.4.13.1 **A 300 series stainless steel grab handle must be mounted to the drivers side spill shield side plate at a convenient location to assist operator when climbing atop spreader to remove "chunks or debris".**
- 7.4.14 **A fold up stainless steel ladder shall be mounted on rear of spreader body at right for easier access to top. Ladder to be equipped with hand holds, non-slip strut steps, and manufacturers locking mechanism to lock ladder in up position when not in use.**
- 7.4.14.1 **A 300 series stainless steel grip strut step plate shall be mounted on rear of spreader "spinner" housing frame, above rear baffle, full width of spinner housing.**

- 7.5.14 A 7 gauge stainless steel adjustable discharge gate of the greasable screw jack type to be located at the body rear to properly adjust the flow of material to the spinner.
- 7.5.15 Feedgate opening 12" high x 18" wide.
- 7.5.16 **Any and all exposed moving or rotating mass shall be adequately shielded in order to protect personnel while performing required operational adjustments.**
- 7.6 Distributor Spinner Assembly:
- 7.6.1 **The distributor disc shall be of urethane material approximately 20" in diameter and equipped with six (6) fins (approximately) designed to obtain a controlled spread of four feet (4') to forty feet (40').**
- 7.6.2 **Material shall be guided from conveyor end to distributor disc by means of an externally adjustable material flow baffles, enclosed within the chute.**
- 7.6.3 **Spinner shall be vertically adjustable approximately 16" and provide approximately a 20" to 32" spinner position below the mounting surface.**
- 7.6.4 **A deflector baffle or diverter chute shall be provided in the enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner.**
- 7.7 Baffles:
- 7.7.1 **Baffles shall be provided to control direction and width of spread. To have four (4) sections over right, left, rear, and front of spinners.**
- 7.7.2 **Baffle sections must be easily adjusted in desired position, from full down to horizontal, without use of tools .**
- 7.8 Power Drive:
- 7.8.1 **The power drive shall be hydraulic having two (2) hydraulic motors -one (1) powering the spinner and one (1) the conveyor.**
- 7.8.2 The spinner hydraulic motor to be mounted below the spinner hopper assembly.
- 7.8.3 The conveyor hydraulic motor to be of the orbital, low speed, hi-torque type integrally mounted to conveyor gear box.
- 7.9 Pintle Conveyor Chain:
- 7.9.1 **The pintle conveyor chain shall be heat treated formed links with locked, non-turning pins.**

- 7.13.1** The anodized 6061T6 aluminum grease manifold block shall have a minimum of six (6) ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack. Any unused ports are to be properly plugged.
- 7.13.2** All hoses incorporated into the grease manifold block system shall be Parflex hose manufactured by Parker Hannifan Corporation or equal, and shall have an inside diameter of 1/8 inch, a maximum outside diameter of 0.34 inch, a maximum working pressure of 2500 psi and a minimum burst pressure of 10,000 psi. The hoses used shall be held in place by a sufficient number of rubber cushioned hose clamps.
- 7.14** One (1) piece of angle iron 3/8" x 4" x 90" and two (2) pieces of 1" round shafting ten inches (10") long shall be included to construct a safety keeper bar. State forces will add this item when the hopper is mounted, vendor shall supply material.
- 7.15** Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.16** Paint: All parts and accessories that are not required to be stainless or rustproof to be painted manufacturers standard color.
- 7.17** Vendor must certify that spreader offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.
- 7.18** Advertisement: Vendors are permitted to attach a permanent metal plate 4" x 6" maximum size to the unit for identification. All other types of advertising, decals, labels, etc. will interfere with West Virginia Division of Highway's standards and are not permitted.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

NOTE: Vendor should type
Bidder's Evaluation
Report.

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 012-1-Z

OPEN END CONTRACT
FIVE CUBIC YARD STAINLESS STEEL DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (HYDRAULIC)

NOTE TO BIDDER: Procurement Specification No. 012-1-Z, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 708EC004

Bidder's Name: Logan Corporation

Address: Rt. 2 Box 924 Clarksburg, WV 26301

Telephone Number: 304-623-5670

Years Bidder has been registered to do business with the State of West Virginia: 103 YRS.

Years Company has been an authorized dealer for proposed unit: 14 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: Within 135 Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for units in quantities of

1-10	\$ 13,443. ³³	per unit
11-20		per unit
21-30		per unit
31-40		per unit
41-50		per unit
51 and over		per unit

X6.0 SPECIFICATIONS - GENERAL

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

Loughberry Mfg. Corp, Tarco HL-H42-955 Highlander, Current model yr.

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

If not, why? _____

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

YES NO

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

YES NO

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS:	DESCRIPTION:	PART NUMBERS:
	_____	_____
	_____	_____

GVW: _____ AXLE CAPACITY:FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training YES NO

Will you conduct training with each purchase order against this open end contract? YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order? YES NO

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Letha Lamb, 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 _____

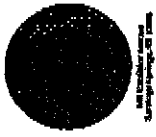
X6.5 WARRANTY AND SERVICE POLICY

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 included? YES NO

Describe: See Attached Warranty Sheet



Limited Warranty

Loughberry Mfg. Corp. warrants all products manufactured by it to be free from defects in material and manufactured at the time of shipment and for twelve (12) months from date of delivery to customer.

The obligation under this warranty is expressly limited to the replacement or repair at our Saratoga Springs factory, or at a facility designated by us, of such parts as shall appear to us, upon inspection at such facility, to have been defective in material and workmanship.

All warranties VOID in the case of negligence, faulty installation, abuse, abnormal usage, misuse, accidents, or failure to maintain the product according to the manufacturer's specifications.

This warranty shall not apply to any product that has been subjected to misuse, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), adjustment, or repair. Engines, motors, and any accessories furnished with LOUGHBERRY products, but which are not manufactured by LOUGHBERRY are not warranted by LOUGHBERRY but are sold only with the express warranty, if any, of the manufacturers thereof. **THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION OF LIABILITY ON THE PART OF LOUGHBERRY.**

Limitation of Liability

It is expressly understood that LOUGHBERRY'S liability for its products, whether due to breach of warranty, negligence, strict liability, or otherwise, is limited to the furnishing of such replacement parts, and LOUGHBERRY will not be liable for any other injury, loss, damage, or expense, whether direct or consequential, including but not limited to loss of use, income, profit, or production, or increased cost of operation, or spoilage of or damage to material, arising in connection with the sale, installation, use, or inability to use, or the repair or replacement of, LOUGHBERRY products.



Limited Warranty

Addendum #1

With regard to machines provided for under the West Virginia Department of Transportation Procurement Specifications for Open End Contract No. 013-2-B and Procurement Specifications for Open End Contract No. 012-1-Z Loughberry Mfg. Corp. will extend this warranty to The State of West Virginia Department of Transportation, Division of Highways for an additional 12 months. Total warranty to run for a period off 24 months from date of delivery of the above mentioned machines.

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

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

See Attached Warranty Sheet

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.

See Attached Warranty Sheet

Logan Corporation - Charleston, WV - Joe Dinaldo

Logan Corporation - Clarksburg, WV - Joe Dinaldo

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

All parts will come from Loughberry Mfg. Corp in New York.

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: 20 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 5 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % discount

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

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

A. Shop Rate \$ 79.00 per mechanic hour

B. Travel Time Charge \$ 46.50 per mechanic hour
(Specify if one-way) ✓ ; port to port ✓

C. Mileage Charge \$ 1.50 per vehicle mile
(Specify if one-way) ✓ ; port to port ✓

D. Field Mechanic Rate \$ 79.00 per mechanic hour

E. Specify period of time that prices are in effect: July 07 to July 08

F. Surcharge for miscellaneous items: 6 %

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 of Highways 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: Loughberry Mfg. Corp. Model: Tarco HL-HY2-955

X7.1 Is spreaders offered the commercial heavy duty, self contained, hopper type? YES NO

X7.2 Does spreader consist of a 12 gauge 304 stainless steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit? YES NO

X7.3 Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of forty (40) feet? YES NO

X7.4 Body:

X7.4.1 Is the body of 304 stainless steel construction 100% welded inside and outside of the body? YES NO

X7.4.2 Capacity struck: 5.5 CUBIC YARDS

X7.4.3 Inside length: 9 FEET as measured from front of spreader hopper to the rear hopper gate and conveyor chain exit point

X7.4.4 Overall height: 52 INCHES

X7.4.5 Inside width: 80 INCHES

X7.4.6 Are the body sides sloped approximately 45° pitch to insure free flow of materials to the conveyor YES NO

X7.4.7 Gauge of 304 stainless steel in sides and endgates is 10 Gauge.

X7.4.8 Is a formed double crimped section on top of body for additional support? YES NO

X7.4.9 Sills constructed of 10 gauge 304 stainless steel.

Supported on rectangular formed cross sills YES NO (7 gauge)

X7.4.10 Number of 12 gauge full slope body side supports tying the cross sills with body sides? 4/side

X7.4.11 Are four (4) 304 stainless steel 5/8 inch round lifting eyes fitted to spreader; inside eye opening designed to allow the passage of an alloy eye grade 80 3/8 inch grab hook with a width dimension of 2 11/16 inch (with top screen down in the rest position on top of spreader YES NO

two (2) on each side of spreader mounted and secured in such a manner that the entire unit may be safely lifted for storage/installing purposes YES NO

X7.4.12 Is all necessary hardware stainless steel YES NO

X7.4.13 Is a 12 gauge 304 stainless steel front mounted spill shield provided? YES NO

Is the spill shield 76 inches wide x 20 inches long and sloped front to rear, in order that loaded material, salt, cinders, etc. will fall into hopper as spreader unloads? YES NO

X7.4.13.1 Is a 300 series stainless steel grab handle mounted to the drivers side spill shield side plate at a convenient location to assist operator when climbing atop spreader to remove "chunks or debris"? YES NO

X7.4.14 Will a fold up stainless steel ladder be mounted on the rear of spreader body at right for easier access to top? YES NO

Does the ladder have hand holds, non-slip strut steps, and manufacturers locking mechanism to lock ladder in up position when not in use? YES NO

X7.4.14.1 Is a 300 series stainless steel grip strut step plate mounted on rear of spreader "spinner" housing frame, above rear baffle, full width of spinner housing? YES NO

X7.4.15 Is a work light mounted on cab shield for night shift visibility of spreader grating with weatherproof wiring? YES NO

X7.5 Conveyor:

X7.5.1 Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate? YES NO

- X7.5.2 Is conveyor continuous ladder type consisting of two parallel chains with cross bars on 4 2" centers made of 1/4" x 1-1/2" steel? X YES ___ NO
Centers are made of 3/8" x 1-1/2" Steel
- X7.5.3 Is each cross bar formed and welded both top and bottom to chain links X YES ___ NO
- X7.5.4 Tensile strength of each chain: 21,000 pounds
- X7.5.5 Overall width of chain conveyor: 24" inches
- X7.5.6 Are replaceable rubber wear strips provided to prevent contact of material being spread with the chain? X YES ___ NO
- X7.5.7 Is a 10 gauge 304 stainless steel heavy-duty replaceable conveyor plate at least 3/16" thick fitted? X YES ___ NO
3/16" Wear plate provided
- X7.5.8 Is the chain drive through 1-1/2" sprockets and shafting front and rear? X YES ___ NO
Tarco has 2" sprockets
- X7.5.9 Does conveyor have adjustment provisions at rear of spreader for at least 3" lateral takeup? X YES ___ NO
- X7.5.10 Is additional 7 gauge 304 stainless steel reinforcing plate welded to longitudinal webs covering the area of the drive shaft, bearing, and idler bearing provided? ___ YES X NO
NOT Required
- X7.5.11 Is material composition of adjustment mechanism rust proof? X YES ___ NO
- X7.5.12 Is conveyor drive motor mounted on hopper side of reduction gear box? X YES ___ NO
- X7.5.12.1 Does the reduction gear box provide a 50:1 ratio? X YES ___ NO
- X7.5.13 Does conveyor gear box have its drive shaft extended through rear of gear housing? ~~___ YES ___ NO~~
- Is the shaft end machined to accommodate the application rate sensor shaft for the Dickey-John Automatic Control System, Model ICS-2000? ~~___ YES ___ NO~~
- Is the necessary oil seal included? ___ YES ___ NO
- X7.5.13.1 Is adequate shielding provided that will cover exposed shaft, coupling, and application rate sensor? X YES ___ NO
- X7.5.14 Is a 7 gauge stainless steel adjustable greasable screw jack type discharge gate located at the body rear to adjust the flow of material to the spinner? X YES ___ NO
- X7.5.15 Feedgate opening: 11 9/16 inches high x 17 1/4 inches wide
- X7.5.16 Is any and all exposed moving or rotating mass adequately shielded in order to protect personnel while performing required operational adjustments? X YES ___ NO

See Addendum 7

X7.6 Distributor Spinner Assembly:

X7.6.1 Diameter of urethane distributor disc 20" inchesX7.6.1.1 Number of fins: 6X7.6.1.2 Are fins designed to obtain a controlled spread of materials from four feet (4') to forty feet (40')? X YES ___ NOX7.6.2 Is material guided from conveyor end to distributor disc by means of an externally adjustable material flow baffles, enclosed within the chute? X YES ___ NOX7.6.3 Is the spinner vertically adjustable to a full 16 inches? ___ YES X NOSpinner adjusts to 12" inches
and 41" inch spinner position below mounting surface?
maxX7.6.4 Is a deflector baffle or diverter chute provided in an enclosed distributor spinner hopper assembly so it can be positioned in such a manner that material can be unloaded from spreader without striking spinner? X YES ___ NO

X7.7 Baffles:

X7.7.1 Are baffles provided to control direction and width of spread? X YES ___ NOX7.7.1.2 Are there four (4) sections over right, left, rear and front of spinners? X YES ___ NOX7.7.2 Are sections easily adjusted from the full down to the horizontal position without use of tools? X YES ___ NO

X7.8. Power Drive:

X7.8.1 Is the power drive hydraulic type? X YES ___ NOX7.8.1.2 Are two (2) hydraulic motors provided - one (1) powering the spinner assembly and one (1) powering the conveyor? X YES ___ NOX7.8.2 Spinner hydraulic motor mounted below the spinner hopper assembly? X YES ___ NOX7.8.3 The conveyor hydraulic motor of the orbital, low speed, hi-torque integrally mounted to conveyor gear box? X YES ___ NO

X7.9 Pintle Conveyor Chain:

X7.9.1 Is the pintle conveyor chain constructed of heat treated formed links with locked, non-turning pins? X YES ___ NOX7.9.2 Specify tensile strength of each conveyor chain strand 21,000 pounds

X7.10 Screen Over Hopper:

X7.10.1 Are four (4) sectional screens hinged to 10 gauge 304 stainless steel 4 inch x 6 inch formed box beam running longitudinally the full length of spreader hopper? ___ YES X NOIf not specify: Longitudinal Support provided by a 4" Schedule 40 pipe coated with a rust inhibitive paint

Taree provides rods welded to 1/4" - 2" angle frame³⁰

X7.10.2 Do screen sections have 3/8" diameter rods welded to 3/16" - 2" angle frame forming 2-1/2" x 2-1/2" square openings? YES NO

If not specify: _____

X7.10.3 Do screens increase overall height of spreader more than 7 inches down the center? YES NO

X7.11 Is lighting in accordance with the attached sketch? YES NO

X7.11.1 Is the combination and marker lights LED type YES NO

X7.11.2 Stop, tail, turn combination lights and marker lights are shielded YES NO

X7.11.3 Strobe light is "quad flash" YES NO

X7.12 Hydraulic Components:

X7.12.1 Are all necessary fittings for complete hookup of spreader hydraulics to DOH dump trucks central hydraulic system provided? YES NO

X7.12.2 Are all fittings of the steel type and designed for hydraulic use? YES NO

X7.12.3 Will the hoses mate with the quick disconnects on the central hydraulic system of the truck? YES NO

Will you furnish proper mating quick disconnects, metal caps, and plugs for connection to truck manifold? YES NO

X7.13 Is an anodized 6061T6 aluminum grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube? Stainless YES NO

X7.13.1 Are all other fittings placed at convenient locations for normal maintenance? YES NO
Number of grease manifold block ports: 6

X7.13.2 Are hoses used in the grease manifold system Parflex hose by Parker Hannifin or equal, with 1/8 inch I.D., 0.34 inch maximum O.D., a maximum working pressure of 2500 psi and a minimum burst pressure of 10,000 psi? YES NO

Are hose assemblies held in place by a sufficient number of rubber cushioned hose clamps? YES NO

X7.14 Is one (1) piece of angle iron 3/8" x 4" X 90" and two (2) pieces of 1" round shafting ten inches (10") long provided but not installed for each unit? YES NO

X7.15 Other standard features:

List other standard features offered but not specifically addressed above:

① 4 Dump body hold downs

X7.16 Paint:

Describe method of painting parts and accessories that are not required to be stainless or rustproof:

Tarco utilizes a rust inhibitive black enamel paint that is electrostatically applied.

X7.17 Does unit offered meet or exceed "Occupational Safety and Health Act of 1970"?

YES NO

X7.18 Does unit conform to the advertising guidelines?

YES NO

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Logan Corporation

Signed: _____

Signed: Joseph M. Dwyer

Title: _____

Title: Territory mgr.

Date: _____

Date: 11/12/07

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: Logan Corporation
Authorized Signature: Joseph M. Donalds Date: 11/12/07

we follow nature

HIGHLANDER® SPREADER

TARCO®



SNOW & ICE CONTROL SPREADERS

All purpose conveyor-type V-Box Spreader for salt, chloride, mixtures and chips.

FEATURES

HIGHLANDER® SPREADER

The Highlander® Spreader, manufactured by Loughberry Mfg. Corp., is a perfect solution for the ice and snow control professional. This model provides spreading accuracy for maintenance applications of salt, sand, mixtures and chips. The TARCO® rugged, all purpose conveyor-type V-box spreader is available in 8 feet through 16 feet lengths to fit a variety of snow fighting trucks.

Highlander® Spreaders are manufactured to the same high Loughberry quality specifications as all other TARCO® brands. Standard features include a tip up spinner assembly, heavy duty top screens, one piece hopper construction and a stainless steel light bar package. The Chevron Conveyor Chain System is optional.

Loughberry's exclusive Chevron Conveyor performs with "strike zone" direction control. It is easy to adjust or change and best of all, it eliminates waste. The Chevron Conveyor offers a more controlled spread – providing an even, non-pulsating flow regardless of conveyor speed, material consistency or temperature.

POWER UNITS

Model HL-HY2 This unit is a high torque, low speed hydraulic motor coupled to a cast iron 50:1 or 25:1 right angle gear box. A separate hydraulic motor is directly coupled to the spinner.

Model HL-HY3 This unit is equipped with dual hydraulic motors driving both ends of the conveyor drive shaft with a roller drive at 50:1 reduction. A separate hydraulic motor is directly coupled to the spinner.

Model HL-G-HY2 This unit is powered by a self contained hydraulic system equipped with a 23 HP gasoline engine, hydraulic pump and oil reservoir. A hydraulic motor is coupled to a cast iron 50:1 or 25:1 right angle gear box.

HOPPER BODY CONSTRUCTION

The hopper body has fully welded sides and end sheets and is constructed of 10 gauge steel with options for 7 gauge steel, Cor-Ten or stainless steel. It is equipped with an adjustable rack & pinion discharge gate with a rubber seal. The wear plate is constructed of 3/16" thick abrasion resistant steel and is easily replaceable. The hopper top edge is channel formed for strength and the sides are sloped at 45° to insure free flow of material. The hopper sides and conveyor are formed

with one sheet of steel to eliminate the potential for rust at horizontal welded seams, which adds to spreader life. Additional structural strength is provided by brake formed side support gussets, 7 gauge channel cross sills to support the conveyor and side supports. Four (4) hopper lift loops and dump body hold down equipment are supplied with the spreader. Steel units are properly cleaned and primed before yellow enamel paint is electrostatically applied. As an option, your choice of finish color may be specified in place of yellow. Stainless steel units are left unpainted.

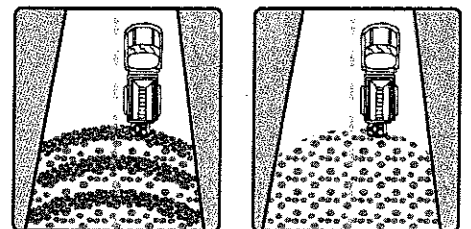


Chevron Conveyor System

The Chevron Conveyor is 24" wide to eliminate material bridging. Tensile strength – 21,000 lbs. The Chevron Conveyor System's bar and chain construction continuously feeds material to the spinner disc for an even spread pattern.

CHEVRON CONVEYOR

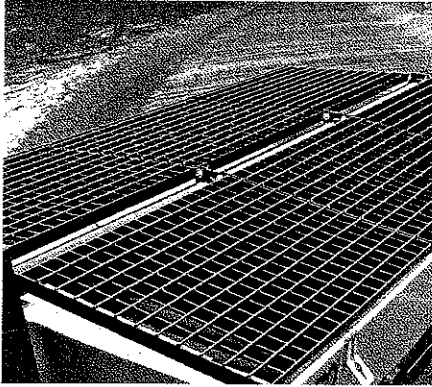
The bar flight design is 24" wide with flight dimensions of 3/8" x 1.5" cross sections. The conveyor has a pintle side link chain with 2.25" pitch and 21,000# tensile strength per strand. Conveyor chain side links are protected by chain aprons. Drive sprockets are 8 tooth cast iron, keyed to a 2" diameter drive shaft. The spring loaded front idler assembly with roller has 4" of adjustment, no sprockets required. This reduces wear and tear on the conveyor chain. Drive and idler shafts are supported in flange type grease able bearings.



Chevron Spread Pattern

The image on the left illustrates the uneven spread pattern typical of an ordinary bar conveyor. The Chevron Conveyor provides an even spread pattern with "strike zone" direction control, as seen in the illustration on the right.

OPTIONS

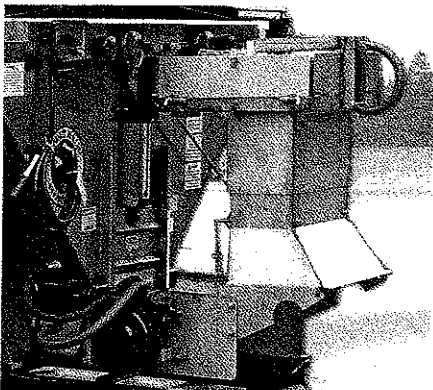


Top Screen

Heavy duty top screens are constructed of 3/8" diameter rods welded to 1/4" x 2" bars on edge to form 2 - 1/2" square openings. These screens are securely hinged to the central longitudinal member with 3/4" diameter pins.

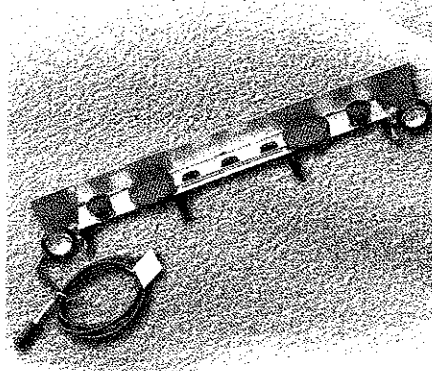
SPINNER ASSEMBLY

The spinner disc is 20" in diameter with six (6) bolt-on vanes (polyurethane disc is optional). Spread pattern is controlled by adjusting the angle of the stainless steel discharge chute (requires no tools). The hydraulic motor is direct coupled and installed under the disc. The distributor chute assembly is fully enclosed and has two (2) internal baffles to provide the desired spread pattern to the left, right or directly behind the spreader. Four (4) deflectors are provided to regulate the pattern of material being spread from 8 feet to 40 feet.



Tip Up Spinner Assembly

Spinner assembly is easily tipped up between storms for unloading unused material or for flat storage in the summer months.



Light Bar

The 58" assembly is constructed from 14 gauge 300 series stainless steel and consists of a center cluster of three (3) red lights, two (2) stop/directional lights, two (2) amber 7" diameter flashers and two (2) white 4" diameter adjustable spot lights.

• Top Mounted Spinner Motor(s)

• Catwalks

• Conveyor Bridge

• Hopper Extensions

• Polyurethane Wear Plate – Bolt-in

• Polyurethane Spinner Disc

• Liquid Systems

• Tailgate Locking Bar

• Chassis Mounting Package

• Fork Lift Sockets

• Dual Spinner Assembly

• Chevron Conveyor

Loughberry Mfg. Corp.
manufactures a variety of:

- Snow and Ice Equipment
- All Season Dump Bodies
- and Leaf Loaders

Visit our website at
www.loughberry.com
or call 518-584-4400
for more information or
to request a brochure.

we follow nature

HIGHLANDER® SPREADER

SPECIFICATIONS

Hopper Length	Level Capacity	Width	Height	Length O.A. (approx)	Level Capacity with Hopper Extensions					
					2"	4"	6"	8"	10"	12"
8'	5.0	80"	52"	10'	5.2	5.5	5.9	6.2	6.5	6.9
9'	5.5	80"	52"	11'	5.9	6.2	6.6	7.0	7.4	7.7
10'	6.1	80"	52"	12'	6.5	6.9	7.3	7.7	8.2	8.5
11'	6.8	80"	52"	13'	7.3	7.7	8.0	8.6	9.1	9.4
12'	7.3	80"	52"	14'	7.9	8.4	8.7	9.4	9.9	10.2
13'	8.0	80"	52"	15'	8.5	9.1	9.6	10.1	10.7	11.2
14'	8.7	80"	52"	16'	9.3	9.9	10.4	11.0	11.6	12.2
15'	9.3	80"	52"	17'	9.9	10.5	11.2	11.8	12.4	13.0
16'	10.0	80"	52"	18'	10.5	11.2	11.9	12.5	13.2	13.9

Other sizes and dimensions are available upon request.

Note: To figure the load any model will carry, use these approximate material weights:

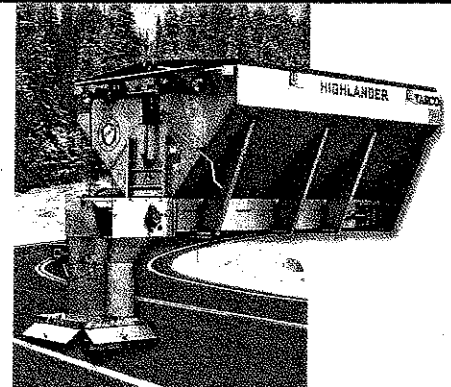
1 cubic yard dry salt: 2200 lbs & 1 cubic yard wet sand: 3300 lbs.

Shown on brochure cover: Model HL-HY2-10 constructed of type 304 stainless steel.

Distributed By:



Clarksburg
212 N. Ohio Avenue
P. O. Box 1700
Clarksburg, WV 26302
Phone: (304) 623-5670
1-800-473-0110
Fax: (304) 623-5676



Manufactured By:

LOUGHBERRY MFG. CORP.

Supplier to Industry and Government Since 1883



249 Excelsior Avenue
Saratoga Springs, New York 12866
phone: 518-584-4400 fax: 518-584-6630
email: info@loughberry.com
www.loughberry.com

we follow nature

© 2007 Loughberry Mfg. Corp.
All rights reserved. 8/07

Loughberry Mfg. Corp. reserves the right to change any product specifications, design or materials without notice.



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
708EC004

PAGE
1

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

VENDOR

*709035033 01 304-623-5670
 LOGAN CORPORATION
 ROUTE 2 BOX 924
 CLARKSBURG WV 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/01/2007			Delivered	
BID OPENING DATE: 11/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 11/13/07 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		765-66	\$13,443.33	\$13,443.33
FIVE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER						
***** THIS IS THE END OF RFQ 708EC004 ***** TOTAL:						\$13,443.33

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Donald</i>	TELEPHONE 304-623-5670	DATE 11/12/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1

708EC004

OPEN END CONTRACT

5 CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER

CHANGES TO SPECIFICATIONS:

FROM:

7.5.4 Tensile strength of each chain shall be 20,000 pounds minimum

TO:

7.5.4 Tensile strength of each chain shall be 21,000 pounds minimum

FROM:

7.5.10 Additional 7 gauge 304 stainless steel reinforcing plate to be welded to longitudinal webs covering area of drive shaft bearing and idler bearing adjustment.

TO:

7.5.10 Additional 7 gauge 304 stainless steel reinforcing plate to be welded to longitudinal webs covering area of drive shaft bearing and idler bearing adjustment (if required).

FROM:

7.5.13 Conveyor box must have its drive shaft extended through the rear of gear housing, and the shaft end machined to accommodate the application rate sensor shaft for the Dickey-John Automatic Control System, Model ICS-2000. The necessary oil seal included.

TO:

7.5.13 Conveyor gear box motor shall have an integral speed sensor

FROM:

7.6.3 Spinner shall be vertically adjustable approximately 16" and provide approximately a 20" to 32" spinner position below the mounting surface.

TO:

7.6.3 Spinner shall be vertically adjustable approximately 18 inches and provide approximately a 20 inch to 38 inch spinner position below the mounting surface.

Addendum #1
708EC004

FROM:

7.7.1 Baffles shall be provided to control direction and width of spread. To have four (4) sections over right, left, rear, and front of spinners.

TO:

7.7.1 **Baffles shall be provided to control direction and width of spread.** To have four (4) sections over right, left, rear, and front of spinners. Front spinner baffle shield (truck side) can be stationary.

FROM:

7.11 Lighting to be in accordance with the attached sketch.

TO:

7.11 Lighting to be in accordance with the attached sketch and wiring schematic

FROM:

7.12.3 The truck central hydraulic system, supplied and installed by another vendor, will be complete to and including the rear manifold, located at the rear cross-member of truck. The rear manifold will have attached to it one (1) 3/4" I.D. pressure line with 3/4" quick disconnect, one (1) 1/2" I.D. pressure line with 1/2" quick disconnect, one (1) 1" I.D. return line with 1-1/4" quick disconnect. The quick disconnects will be "VH" series snap-tite. **The spreader vendor shall supply proper mating quick disconnects, metal caps, and plugs for connection to truck manifold.**

TO:

7.12.3 The truck central hydraulic system, supplied and installed by another vendor, will be complete to and including the rear manifold, located at the rear cross-member of truck. The rear manifold will have attached to it one (1) 3/4" I.D. pressure line with 3/4" quick disconnect, one (1) 1/2" I.D. pressure line with 1/2" quick disconnect, one (1) 1" I.D. return line with 1-1/4" quick disconnect. The quick disconnects will be "VH" series snap-tite. **The spreader vendor shall supply male quick disconnects, metal caps, and plugs for connection to truck manifold.**

Addendum #1
708EC004

FROM:

7.13 An anodized 6061T6 aluminum grease manifold block shall be mounted at the rear of the body incorporating the front bearing grease extension tubes, rear bearing grease fittings, and feedgate screw jack lubrication tube to allow for lubrication of the front bearings and feedgate screw jack from a single convenient location. Other fittings shall be placed at convenient location for normal maintenance.

TO:

7.13 An anodized 6061T6 aluminum or 304 stainless steel grease manifold block shall be mounted at the rear of the body incorporating the front bearing grease extension tubes, rear bearing grease fittings, and feedgate screw jack lubrication tube to allow for lubrication of the front bearings and feedgate screw jack from a single convenient location. Other fittings shall be placed at convenient location for normal maintenance.

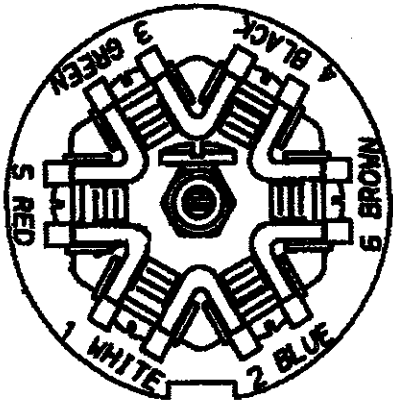
FROM:

7.13.1 The anodized 6061T6 aluminum grease manifold block shall have a minimum of six (6) ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack. Any unused ports are to be properly plugged.

TO:

7.13.1 The anodized 6061T6 aluminum or 304 stainless steel grease manifold block shall have a minimum of six (6) ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack. Any unused ports are to be properly plugged.

Wiring Code 7 way Trailer End

#	Color	Gage	Circuit Function	connector interior
1	white	10	common ground	
2	blue	12	<i>STROBE</i>	
3	green	14	tail/running lights	
4	black	10	battery charge (+)	
5	red	14	left turn/stop	
6	brown	14	right turn/stop	
7	yellow	14	auxiliary/Work <i>Lights</i>	

10/23/2007

ADDENDUM #1

708EC004

OPEN END CONTRACT

5 CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

X7.5.4 NO CHANGE REQUIRED

Tensile strength of each chain: 21,000 pounds

FROM:

X7.5.7 Is a 10 gauge 304 stainless steel heavy duty replaceable conveyor plate at least 3/16" thick fitted? YES NO

TO:

X7.5.7 Is a 10 gauge 304 stainless steel heavy duty replaceable conveyor plate fitted? 3/16" wear plates provided X YES NO

FROM:

X7.5.10 Is additional 7 gauge 304 stainless steel reinforcing plate welded to longitudinal webs covering the area of the drive shaft, bearing, and idler bearing provided? YES NO

TO:

X7.5.10 Is additional 7 gauge 304 stainless steel reinforcing plate welded to longitudinal webs covering the area of the drive shaft, bearing, and idler bearing provided if required? YES X NO

NOT Required

FROM:

X7.5.13 Does conveyor gear box have its drive shaft extended through rear of gear housing? YES NO

Is the shaft end machined to accommodate the application rate sensor shaft for the Dickey-John Automatic Control System, Model ICS-2000? YES NO

Is the necessary oil seal included? YES NO

TO:

X7.5.13 Does the conveyor gear box motor have an integral speed sensor X YES NO

Addendum #1
708EC004

FROM:

X7.6.3 Is the spinner vertically adjustable to a full 16 inches? YES NO
And inch spinner position below mounting surface?

TO:

X7.6.3 Spinner is vertically adjustable 12" inches and provides a 29-41 inch spinner position below the mounting surface.

FROM:

X7.7.1 Are baffles provided to control direction and width of spread? YES NO

X7.7.1.2 Are there four (4) sections over right, left, rear and front of spinners? YES NO

TO:

X7.7.1 Are baffles provided to control direction and width of spread YES NO

X7.7.1.2 Are there four (4) sections over right, left, rear and front of spinners YES NO

Is front spinner baffle shield (truck side) stationary YES NO

FROM:

X7.11 Is lighting in accordance with the attached sketch? YES NO

TO:

X7.11 Is lighting in accordance with the attached sketch and wiring schematic? YES NO

Addendum #1
708EC004

FROM:

X7.12.3 Will the hoses mate with the quick disconnects on the central hydraulic system of the truck? YES NO
Will you furnish proper mating quick disconnects, metal caps, and plugs for connection to truck manifold? YES NO

TO:

X7.12.3 Will the hoses mate with the quick disconnects on the central hydraulic system of the truck? YES NO
Will you furnish the male quick disconnects, metal caps, and plugs for connection to truck manifold? YES NO

FROM:

X7.13 Is an anodized 6061T6 aluminum grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube? YES NO

TO:

X7.13 Is an anodized 6061T6 aluminum YES NO
(OR)
304 stainless steel YES NO grease manifold block mounted at the rear of the body which incorporates the front bearing grease extension tubes, rear bearing grease fittings and feedgate screw jack lubrication tube? YES NO

FROM:

X7.13.1 Are all other fittings placed at convenient locations for normal maintenance? YES NO
Number of grease manifold block ports:

TO:

X7.13.1 The anodized 6061T6 aluminum YES NO
(OR)
304 stainless steel grease manifold block YES NO has 6 ports tapped to accept three (3) 1/8 inch straight grease zerks and three (3) 1/8 inch grease Parflex hoses to provide for adequate one location greasing of the front and rear bearings and feed gate screw jack YES NO
Are any unused ports properly plugged YES NO



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
 708EC004

PAGE
 1

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2007			<i>Delivered</i>	<i>Pre-Paid</i>
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS						
6.5 - WARRANTY AND SERVICE POLICY						
DISREGARD LAST PARAGRAPH.						
X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE						
PAGE 25 MUST BE COMPLETED AND SUBMITTED WITH THE BID.						
BID OPENING DATE AND TIME CHANGED						
FROM: 11/18/07 AT 1:30 P.M.						
TO: 11/20/07 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		765-66	<i>\$13,443.33</i>	<i>\$13,443.33</i>
FIVE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Dyaldo</i>	TELEPHONE 304-623-5670	DATE 11/19/07
TITLE <i>Territory Mgr.</i>	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
2

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

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

VENDOR

SHIP TO

DATE PRINTED 11/14/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 NO.'S:</p> <p>NO. 1 <i>Joseph M. Daulton</i></p> <p>NO. 2 <i>Joseph M. Daulton</i></p> <p>NO. 3 <i>Joseph M. Daulton</i></p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: right;"> <i>Joseph M. Daulton</i> SIGNATURE <i>Logan Corporation</i> COMPANY <i>11/19/07</i> DATE </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Joseph M. Daulton</i>	TELEPHONE 304-623-5670	DATE 11/19/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 708EC004

PAGE
 3

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

VENDOR

*709035033 01 304-623-5670
 LOGAN CORPORATION
 ROUTE 2 BOX 924
 CLARKSBURG WV 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
***** THIS IS THE END OF RFQ 708EC004 ***** TOTAL:						\$13,443. ³³

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Swartz</i>	TELEPHONE 304-623-5670	DATE 11/19/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
708EC004

PAGE
1

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

VENDOR

SHIP TO

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

DATE PRINTED 11/14/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/20/2007			Delivered	Pre-Paid
			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE		
				IF THE ORIGINAL BID HAS BEEN SUBMITTED TO THE PURCHASING DIVISION PREVIOUSLY, BIDDERS MAY SUBMIT PAGE 25 WITH THE ADDENDUM TO THE PURCHASING DIVISION FOR BID OPENING 11/20/07 AT 1:30 P.M. IN A SEPARATE SEALED ENVELOPE.		
				— Filled out in original bid.		
				NO OTHER CHANGES		
0001	1	EA		765-66	\$13,443. ³³	\$13,443. ³³
				FIVE CUBIC YARD STAINLESS STEEL (HYDRAULIC) SPREADER		
				EXHIBIT 10		
				REQUISITION NO.:		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE Gregory M. Qualls	TELEPHONE 304-623-5670	DATE 11/19/07	
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
 708EC004

PAGE
 2

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

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

AUCTION

SHIP TO

DATE PRINTED 11/14/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/20/2007			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1						
NO. 2						
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 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 style="text-align: right;"> <i>Joseph M. Daulton</i> SIGNATURE Logan Corporation COMPANY 11/19/07 DATE </p>						
REV. 11/96						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph M. Daulton</i>	TELEPHONE 304-623-5670	DATE 11/19/07
TITLE Territory Mgr.	FEIN 55-0219530	ADDRESS CHANGES TO BE NOTED ABOVE

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