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

Request for Quotation

708EC008

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FREIGHT TERMS

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

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SHIP VIA

RFQ COPY TYPE NAME/ADDRESS HERE ogan Corporation Rt a Box 921 Clarksburg, WV 26301

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

FOB.

TERMS OF SALE DATE PRINTED Prepaid Buckhannon, WV Notor Truck 11/26/2007 Net 30 01:30PM OPENING TIME 3ID OPENING DATE: 12/27/2007 BID CAT NO AMOUNT UNIT PRICE ITEM NUMBER QUANTITY UOP LINE 760-75 EA 1001 ROLLER/COMPACTOR VIBRATORY DOUBLE DRUM Terex TV-1204 OPEN END CONTRACT TO PROVIDE DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR AS DESCRIBED IN ATTACHED PROCUREMENT SPECIFICATIONS. THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, 2019 WASHINGTON STREET EAST, CHARLESTON, WV 25305 AT 10:00 AM ON 12/13/2007. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON WEDNESDAY 12/06/07. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. EAST. CHARLESTON, WV. 25305 QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL. E-MAIL: MAUSTINDWVADMIN.GOV 304-558-4115 FAX: IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402. EXHIBIT 2 THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS SEE REVERSE SIDE FOR TERMS AND CONDITIONS NATURE ADDRESS CHANGES TO BE NOTED ABOVE 55 - 0219530

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. 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 Viginia 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.

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



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

ADDRESS:CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 **BRUSHY FORK ROAD** BUCKHANNON, WV 26201

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Logan Corporation Rt. 2 Box 924

Clarksburg, W 26301

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

Request for Quotation

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MICHAEL AUSTIN 304-558-2402

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

304-472-1750

FREIGHT TERMS SHIP VIA TERMS OF SALE DATE PRINTED 11/26/2007 BID OPENING TIME 01:30PM **BID OPENING DATE:** 12/27/2007 UNIT PRICE AMOUNT LINE QUANTITY ITEM NUMBER THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FOR-WARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTICY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A ADJUSTMENTS ARE TO BE SUBSTANTIAL PART OF A PRODUCT. BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE 55-0219530



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

304-472-1750

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



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MICHAEL AUSTIN 304-558-2402

RFO COPY TYPE NAME/ADDRESS HERE LOGAN Corporation RF-2 BOX 924 Clarksburg, WV 26301

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
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Logan Corporation RF. 2 Box 924

Clarksburg, WV 26301

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

Request for Quotation

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MICHAEL AUSTIN 304-558-2402

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV

26201

304-472-1750

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 11/26/2007 BID OPENING DATE: 12/27/2007 BID OPENING TIME 01:30PM LINE QUANTITY ITEM NUMBER UNIT PRICE AMOUNT 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. 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. 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. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS *1023-56*70 ADDRESS CHANGES TO BE NOTED ABOVE *55- 02195*30



State of West Virginia
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Request for Quotation 708FC0

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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

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ADDRE	ss:Correspo	INDENCE TO	ATTENTION	JF:::::
1ICHAEL	AUSTIN		•	
304-558-	-2402			

DIVISION OF HIGHWAYS EQUIPMENT DIVISION **BRUSHY FORK ROAD** BUCKHANNON, WV

304-472-1750 26201

FREIGHT TERMS FO.B. SHIP VIA TERMS OF SALE DATE PRINTED 11/26/2007 01:30PM BID OPENING TIME ID OPENING DATE: 12/27/2007 CAT. UNIT PRICE AMOUNT UOP ITEM NUMBER QUANTITY LINE SEALED BID 33 BUYER: 708EC008 RFQ. NO.: 12/27/2007 BID OPENING DATE: 1:30 PM BID OPENING TIME: PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-623-5676 CONTACT PERSON (PLEASE PRINT CLEARLY): 708EC008 ***** TOTAL: THIS IS THE END OF RFQ SEE REVERSE SIDE FOR TERMS AND CONDITIONS

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS NO. 591-2-L

OPEN END CONTRACT DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

1.0 PURPOSE

It is the purpose of these specifications to describe a Double Drum Vibratory Roller/Compactor (hereinafter referred to as a "roller" 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. A summary of exceptions must be prepared by vendor on a separate attachment to the bidder's evaluation report labeled as "Exception to Specifications" and should be provided with the bid. The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.

4.0 REPRESENTATIVE UNIT FOR TEST

The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 120 days after receipt of purchase agreement. The vendor is responsible for establishing and

coordinating delivery terms with allied manufacturers or suppliers. Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 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, and 21 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

- 6.0 SPECIFICATIONS AND GUIDELINES GENERAL
- 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and

offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four there must be 14 parts manuals; ten (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

DEFINERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT. MOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract. Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

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

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

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material,

and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:
- 7.1 Roller(s) shall be equipped with ROPS and FOPS canopy.
- 7.2 Engine shall be manufacturers water/air cooled diesel powered and shall provide a minimum of 28 horsepower and sufficient torque to operate machine and hydraulic system at maximum efficiency.
- 7.3 Steering system shall be of hydraulic, full power, articulated design.
- 7.4 Unit shall be of a low profile design.
- 7.5 Unit weight to be approximately 6000 pounds.
- 7.6 Wheel base to be approximately 68 inches.
- 7.7 Roller(s) shall have dual drum drive with hydrostatic propulsion.
- 7.8 Unit shall be equipped with manufacturers vandalism package.
- 7.9 Unit shall travel 0 to 6 M.P.H. forward and reverse minimum.
- 7.10 Engine:
- 7.10.1 Engine to have a manufacturer's heaviest duty dual fuel filtering system offered.
- 7.10.2 Full pressure lubrication with oil filter and oil by-pass system.
- 7.10.3 Manufacturers standard governor with key shut off, wire sealed by manufacturer.
- 7.10.4 Cooling system shall be filled with permanent type Dex-Cool extended life (or equal) anti-freeze protected to a point of -34° F if unit is water cooled.
- 7.11 Brakes:
- 7.11.1 Service brake to be through hydrostatic propulsion system.

7.11.	2	Parking brake to be of spring-applied, hydraulically released on each drum drive
7.12	Drums	:
7.12.	1	Drums shall be of manufacturer's heavy duty design.
7.12.	2	Drum width approximately 48 inches.
7.12.	3	Drum diameter approximately 28 inches.
7.12.	4	Wiper bars shall be mounted front and rear of each drum.
7.12.	5	Wiper bars shall be spring loaded, self adjusting.
7.12.	6	Wiper bars shall have replaceable rubber/neoprene drum cleaners.
7.12.	7	Front and rear drums shall be of vibratory compaction type.
7.12.	8	Vibrating parts must be isolated from rest of roller.
7.12.	9	Vibrating system isolators shall be replaceable.
7.12. :	10	Unit must be equipped with automatic vibration switch.
7.13	Electric	cal:
7.13.	1	Electrical system shall be manufacturer's heavy duty 12 volt D.C. negative ground.
7.13.2	2	Manufacturers recommended heavy duty maintenance free battery shall be provided.
7.13.3	3	Battery CCA 500 minimum.
7.13.4	4	Alternator to be 65 AMP with internal regulator.
7.14		to be illuminated and to be equipped with visual or audible warning that will operator when manufacturer recommended safe operating ranges are exceeded.
7.14. 1	L	Unit shall be provided with hour meter operable from engine operation (not key switch.)
7.14.2	2	Ignition switch water sealed.
7.14.3	3	Fuel gauge.

7.14.4	Volt/Amp meter gauge or light.
7.14.5	Oil pressure gauge or light.
7.14.6	Engine temperature gauge or light
7.14.7	Operators station to have manufacturer's fully adjustable isolation mounted seat with seat belt.
7.14.8	OSHA approved back-up alarm shall be provided and installed by manufacturer.
7.14.9	Unit to have a parking brake "on" indicator.
7.14.10	A neutral start safety switch shall be provided.
7.15 Wat	er System:
7.15.1	Tank capacity to be 50 gallon approximately.
7.15.2	Water system shall be pressurized.
7.15.3	Water flow must be variable.
7.15.4	Water filter(s) shall be provided in system.
7.15.5	Screened back nozzle type sprayers for drums.
7.15.6	Empty water tank indicator to be provided.
7.15.7	Water pump shall be capable of "Run Dry" situation without damage to pump or components.
7.15.8	Water tank and complete water system shall be constructed of rust proof materials.
7.15.9	Water tank shall have drain plug.
7.16 Ligh	ting:
7.16.1	Unit shall be equipped with flashers visible from front and rear of roller.
7.16.2	Work lights shall be installed front and rear of roller. Two (2) front and two (2) rear.

- 7.16.3 Low profile high intensity dual flash strobe light shall be mounted on top of cab/canopy. Aero Flash Model number M420 or equivalent. (Amber in color)
- 7.17 Unit shall be delivered to WV DOH with all manufacturers recommended safety related decals and safety features intact.
- 7.18 One (1) complete set of replacement filters shall be provided with each unit upon delivery.
- 7.19 Paint:
- 7.19.1 The Manufacturer's recommended paint preparation and color to be provided.
- 7.20 Vendor must certify that roller offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacturer of unit.
- 7.21 Advertising: Only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No logo will interfere with the Department's striping and logo.
- 7.22 Preventive Maintenance and Operators Orientation/Training:
- 7.22.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 591-2-L

OPEN END CONTRACT DOUBLE DRUM VIBRATORY ROLLER/COMPACTOR

NOTE TO BIDDER: Procurement Specification No. 591-2-L, 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.: 108EC 008	
	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:33	YRS
	Years Company has been an authorized dealer for proposed unit:	YRS.
X3.2	Have you complied with all mandatory specifications? YESNO	
X4.2 X4.2. 1	DELIVERY: Delivery date of completed representative unit: 45 Calendar Days After Receipt of Purchase Agreement	nt
X4.2.2	2 Delivery date of balance of completed units: Calendar Days After Receipt of Purchase Agree	nent



TEREX CONSTRUCTION AMERICAS NEW PRODUCT WARRANTY

TEREX CORPORATION d/b/a TEREX CONSTRUCTION AMERICAS, hereafter referred to as TCA, warrants its new Products to be free, under normal use and service, of any defects in manufacture or materials for the period of 12 months from (a) delivery to, and placement into service by the first user or (b) delivery to the first retail purchaser, whichever occurs first; provided that TCA receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by TCA, Buyer must return the defective equipment to a TCA authorized distributor and defective parts to TCA, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect.

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The term "Products" shall include only the following equipment sold by TCA: SCL, SKL and SKS model wheel loaders, HR, HML and HS, S1 and S2 model excavators, rollers and backhoes.

Delivery inspection forms are required for warranty validation and processing.

TCA's obligation and liability under this warranty is expressly limited to, at-TCA's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to TCA upon inspection to have been defective in manufacture or materials. Such parts shall be provided at no cost to the owner, FOB TCA's parts facility.

This warranty shall be null, and void if parts (including wear parts) other than genuine OEM TCA parts are used in the equipment.

Accessories, assemblies and components included in the TCA equipment, which are not manufactured by TCA, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

TCA makes no other warranty, express or implied, and makes no warranty of merchantability or fitness for any particular purpose.

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of TCA.

TCA's obligation under this warranty shall not include duty, taxes, or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by TCA shall render this warranty null and void. TCA reserves the right to inspect the installation of the Product and review maintenance procedures to determine if the fallure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by TCA.

TCA reserves the right to make improvements or changes to its Products without incurring any obligation to make such changes or modifications to Products previously sold.

Parts Warranty: TCA warrants the parts ordered from the Parts Department to be free of defect in manufacture or materials for a period of 90 days from date of purchase from TCA.

TRANSFERABILITY OF WARRANTY: The unexpired portion of this warranty may be transferred, provided that (i) the warranty has not been voided or breached by the transfer or prior to transfer, (ii) TCA has received warranty registration for the relevant Product and (iii) the transferee completes and returns to TCA the appropriate warranty transfer documentation which shall be provided upon request. Please contact your local TCA Distributor for additional details If needed.

ITEMS NOT COVERED BY TCA WARRANTY

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The following Items are NOT covered under the TCA Warranty (the following list is not exhaustive):

- 1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not an authorized TCA Distributor.
- 2. Components which are not manufactured by TCA are not covered by TCA's warranty. Such components are covered only by the warranty that is provided by the manufacturer of such components. Such components include, but are not limited to, engines, electric motors, air compressors, air conditioners, batteries, tires etc.
- 3. Replacement of assemblies: TCA has the option to repair or replace any defective part or assembly. It is TCA's policy to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
- 4. Normal Operational Maintenance Services and Wear Parts: Maintenance services and wear parts are excluded from warranty claims. Maintenance services not covered include, but are not limited to, such items as: tune-up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
- 5. Transportation: Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier. Travel and mileage costs are not covered under this warranty.
- 6. Deterioration: Work required or parts exposed as the result of age, storage. weathering, lack of use, demonstration use.
- 7. Secondary Failures: Should the Buyer continue to operate a machine after It has been noted that a failure has occurred. TCA will not be responsible under the warranty for resultant damage to other parts due to that continued
- 8. Workmanship of Others: TCA does not accept responsibility for improper installation or labor costs of personnel other than authorized TCA Distributor
- 9. Stop and Go Warranty: TCA does not recognize "Stop and Go" warranties; after the period of warranty commences, it shall not be tolled for any reason. 10.Incidental or Consequential Damage: TCA shall not be liable for any Incidental or Consequential Damages of any kind, Including, but not limited to, lost profits, loss of production, increased overhead, loss of business opportunity, delays in production, costs of replacement components and increased costs of operation that may arise from the breach of this warranty. Customer's sole remedy shall be limited to (at TCA's sole option) repair or replacement of the defective part.
- 11. Diagnostic Labor: TCA shall not be responsible for diagnostic labor, travel mileage, travel labor or related travel expenses (such as meals and lodging); overtime or premium labor rates.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON TCA'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. TCA neither assumes nor authorizes any other person to assume for TCA any other liability in connection with the sale of TCA's equipment. This warranty shall not apply to any of TCA's equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of TCA.

IN THE EVENT OF ANY BREACH OF THE WARRANTY BY TCA, TCA'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT TCA'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. IN NO EVENT SHALL TCA, OR ANY SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OR WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS.

TEREX CONSTRUCTION AMERICAS

Southaven, MS 38671 USA

August 2004

X5.0	AWARD CRITERIA;		4
X5.1	Prices for unit in quantities of	1-10	\$\frac{9}{49},654\frac{9}{9}\text{per unit}
		11-20	per unit
		21 and over	per unit
X6.0 X6.1	SPECIFICATIONS - GENERAL Manufacturer, model, series, and date of manu	ıfacture of prop	posed unit:
	Terex Model TV-1200 Is descriptive literature, fully describing propose	2008 d unit attached t	o your bid? X YES NO
	If not, why?		
X6.2	Will the required number of service manuals, Equipment Division at Buckhannon upon con	, and complete p npletion of deliv	parts list be delivered to the very of total units? YESNO
	Will the required Equipment Preventive Main Report) be provided upon inspection of the pi	ntenance Form ilot unit?	(Section X6.2 of Bidders Evaluation YESNO

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:				M	1AKE:
М	ODEL:		YEAR:	P	URCHASE AMOUNT:
ENGINE:	MAKE:		MODEL:		FUEL TYPE:
	HORSEPOWER:		CYLINDER:	E	NGINE SERIAL:
	COOLING SYST	EM CAPACITY: _		- AB	
BELTS:	DESCRIPTION:			PART NU	MBERS:
GWW.					REAR:
TIRES:	FRONT MAKE &				
	REAR MAKE & S	SIZE:		and the state of t	*
DIMENSIC	ONS OF UNIT:	LENGTH:		WIDTH: _	LENGTH:
VENDOR (CONTACT PERSO	N:		***************************************	PHONE:
PARTS:					
BATTERY	MAKE:		MODEL:		CCA:
TOP OR SI	DE POST:		DIMENSION:	S: LENGTH_	CCA:
SPARK PL	UGS OR FUEL INJ	ECTORS MAKE: _	•	PART#_	
FUEL PUM	IP OR INJECTION	PUMP MAKE:		MODEL: _	
ALTERNA	TOR MAKE:			PAKI#;	· · · · · · · · · · · · · · · · · · ·
STARTER	MAKE:			PARI#:_	
TUKBU CE	ARGER MAKE:	MODE	?T •	ΓΑΙΚΙ <i>π</i>	ΔΙΙΤΟ/ΜΑΝΠΙΔΙ ·
HYDRAUI	LIC PUMP MAKE:	MODI	21.5.	MODEL: _	AUTO/MANUAL:
	MAKE			RICANT	
OIL			ENG		
AIR INNEI	3				A STATE OF THE STA
AIR OUTE					G
FUEL PRIN			HYD:	RAULIC _	
	ONDARY		DIFF	ERENTIALS_	
COOLANT			BRAI	BRAKE FLUID	
	JC		COO	LANT	
OTHER			OTH	ER.	

X6.3	TRAINING:	
	Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training	
	Will you conduct training with each purchase order against this open end contract?)
	Will training be conducted within 2 working days from the delivery of the pilot unit on the indivipurchase order? YESNO	
	If NO, explain time frame	
	Will an Operator's Manual be furnished directly to Letha Lamb, Training Academy prior delivery of the pilot? YESNO	to the
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, re in conducting the training? YESNO	quired
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures service schedule be delivered with each unit? YESNO	, and
	If NO, explain	
X6.5		
X6.5	WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specific YESNO	ications
X6.5	WARRANTY AND SERVICE POLICY	ications
X6.5	WARRANTY AND SERVICE POLICY Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specific YESNO	ications

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID. (If additional lines are needed, make copies of form.)

1. De	fine the terms of the stan	dard warranty. If not offered, so state. (Attach copy)
	see copy of	Attached Warranty Statement
manıı	facturer's representative	be performed at DOH facilities and warranty service to be performed at facility. List name and location of manufacturer's representative. Will be oreformed at either the DoH facility
Or	Logan Comporat	ion in Clarksburg, we er Charleston, WV
1	n. Dann Corporation	intories that are within the State of West Virginia. Also, list availability levels, if on 212 N. Ohio Ave Clarksburg, WV 26301
	ogan Canavratu	in 3000 Edens Fork Rd Charleston, WV 253/2
	ring the term of warranty or will sell the parts to ow	
A. B. C.	Terms: Net 60	Manufacturer's published list price less:
	ring the term of warrant ways?	y, will all manufacturers or engineering improvements be submitted to Division ofX_YESNO
6. Du	ring the term of warranty	y, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$ per mechanic hour
В.	Travel Time Charge (Specify if one-way)	\$ 46.50 per mechanic hour; port to port
C.	Mileage Charge (Specify if one-way	\$_\(\langle \frac{50}{\chi}\) per vehicle mile ; port to port\(\langle\)
D.	Field Mechanic Rate	\$ 79.00 per mechanic hour
Ε.	Specify period of time	that prices are in effect: July 07 to July 08
F	Surcharge for miscella	neous items: 6 %

A0.0	EVALUATION COMMITTEE REQUIREMENTS		
	Is all component specifications, product literature, component models pro- Committee bid determination?	vided for Evalua YESNO	tion
X6.7	Will all parts, equipment, accessories, material, design and performant specified herein, but which are necessary to provide a complete unit, and conform in strength, quality of material, and quality of workmant advertised and provided to the market in general by the unit industry	be furnished wit ship to those wh	h the unit
	Are all parts and accessories adequate and regularly supplied as stand which may be duplications of specifications herein, and except these b furnished?	y specification a	
X6.7.2	Are all standard safety features that are required by Federal and Stat	e statutes of law NO	included?
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Division unit to the specifications. Should the bidder except a requirement, then su the basis that such feature is not offered by the manufacturer. The Division discretion as to whether the bidder's substitution meets the requirements of	ch exception may n will have the s	y be only or ole
	Manufacturer: Terex Model: 7V-12	00-1	
X7.1	Are roller(s) equipped with ROPS and FOPS canopy?	_ <u>X</u> YES	_NO
X7.2	Is engine manufacturer's water/air cooled diesel powered	_X_YES	NO
	HP: 33 and has sufficient torque to operate machine and hydratefficiency	ulic system at m	
X7.3	Is steering of hydraulic, full power, articulated design?	X_{YES}	_NO
X7.4	Is unit a low profile design?	<u>X_yes</u>	_NO
X7.5	Unit weight: 6382 pounds		
X7.6	Wheel base: <u>65.94</u> inches		
X7.7	Does unit have dual drum drive with hydrostatic propulsion?	$\underline{\chi}$ yes $\underline{}$	_NO
X7.8	Is unit equipped with manufacturer's vandalism package?	_X_YES	_NO
X7.9	Unit has travel θ MPH to 7.2 MPH forward and reverse		

X7.10 Engin	ae:				
X7.10.1	Is manufacturer heaviest duty dual fuel filtering system offered?		<u>X</u>	_YES	_NO
X7.10.2	Has full pressure lubrication with oil filter and oil by pass system?		<u>X</u>	_YES	_NO
X7.10.3	Is governor manufacturer's standard with key shut off, wire sealed	by ma	anufact	urer? NO	
X7.10.4	Is cooling system filled with permanent type Dex-Cool extended point of -34° if unit is water cooled	d life ((or equ	al) to a fre _YES	eze _NO
X7.11 Brake	s:				
X7.11.1	Is service brake through hydrostatic propulsion system	<u>X</u>	_YES _	NO	
X7.11.2	Is parking brake spring-applied, hydraulically released on each dru		/e? _YES _	NO	
X7.12 Drum: X7.12.1	s: Are drums manufacturers heavy duty design		<u>X</u>	_YES	_NO
X7.12.2	Drum width: 47.24 inches				
X7.12.3	Drum diameter: 27.56 inches				
X7.12.4	Are wiper bars mounted front and rear of each drum?	<u>X</u>	YES_	NO	
X7.12.5	Are wiper bars spring loaded, self adjusting	<u>X</u>	YES_	NO	
X7.12.6	Do wiper bars have replaceable rubber/neoprene drum cleaner	s?	<u>X</u>	YES	_NO
X7.12.7	Are front and rear drums of vibratory compaction type?	<u>X</u>	YES_	NO	
X7.12.8	Are vibrating parts isolated from rest of roller?	<u>X</u>	YES_	NO	
X7.12.9	Are vibrating system isolators replaceable?	<u>X</u>	YES_	NO	
X7.12.10	Will unit be equipped with automatic vibration switch?	X_	YES _	NO	
X7.13 Electri X7.13.1	ical: Does electrical system have manufacturer's heavy duty 12 volt			e ground? NO	
X7.13.2	Is manufacturers recommended heavy duty maintenance free b		_	ded? NO	
X7.13.3	Battery CCA: 770				
X7.13.4	Alternator: AMP with internal regulator			,	

X7.16	Lighti	ng:				
X7.16.	1	Is unit equipped wit	h flashers visible from front and	l rear of roller	<u>X_YESN</u>	o
X7.16.	2	Are work lights inst	alled front and rear of roller	X_YES	NO	
		Are there 2 in front	and two in rear	<u> </u>	YESNO	
X7.16.	3	Is a low profile high	intensity dual flash strobe light	mounted on top o	f cab/canopy	
		Manufacturer:	Model:			
X7.17			VDOH with all manufacturers i	•	ety related decals an	d
X7.18	Is one	(1) complete set of re	placement filters provided with	each unit upon de	elivery? NO	
X7.19	Paint:					
X7.19.	1	Is manufacturer's reco	ommended paint preparation and o	color provided?YES	NO	
X7.20	Does v	vendor certify that rol at time of manufactur	ler offered meets or exceed the crer of unit?	"OSHA of 1970" o	or changes that are	in
X7.21	Does t	nit conform to the ad	vertising guidelines?	<u></u>	NO	
X7.22	Preven	tive Maintenance and	Operators Orientation/Training:			
X7.22.	1	Have you attached a Will you furnish all	copy of proposed training prog	ram along with sel		

RFQ	No.	708EC008
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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.

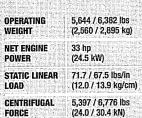
Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Logan Corporation			
Authorized Signature:	Joseph M. Dusldi	Date: _	12/23/07	
Purchasing Affidavit (Revise	ed 06/15/07)		,	

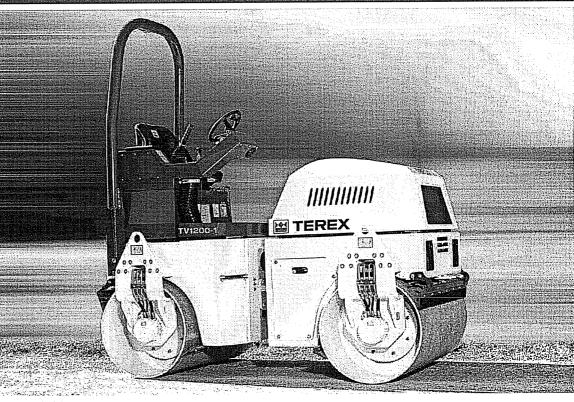


TV1000-1 TV1200-1

Tandem Asphalt Rollers







	TV1000-1	TV1200-1
Operating weight	5,644 lbs (2,560 kg)	6,382 lbs (2,895 kg) (
Basic weight	5,238 lbs (2,376 kg)	5,977 lbs (2,711 kg)
Static linear load	71.7 lbs/in (12.0 kg/cm)	67.5 lbs/in (13.9 kg/cm)
Total length	93.5 in (2,375 mm)	93.5 in (2,375 mm)
Total width	42.12 in (1,070 mm)	50 in (1,270 mm)
Turning radius (inside)	103 in (2,625 mm)	99 in (2,525 mm)
Total height	104.33 in (2,650 mm)	104.33 in (2,650 mm)
Frame articulation degrees	30°	30°
Frame oscillation degrees	15°	15°
Frequency (Hz) VPM	3,120 (51 Hz)	3,120 (51 Hz)
Amplitude	.022 in (0.6 mm)	.022 in (0.6 mm)
Centrifugal Force	5,397 lbs (24.0 kN)	6,776 lbs (30.4 kN)
Gradeability % (with vibration on)	30%	30%
Gradeability % (with vibration off)	40%	40%
Drum thickness	.78 in (20 mm)	.51 in (13 mm)

Tandem Asphalt Rollers

TV1000-1 & TV1200-1

Specifications Engine

Manufacturer, model

Kubota, D1703-M

Type 3-cylinder, diesel engine

Power rating at 2,500 rpm 33 hp (24.5 kW)

Cooling system ✓ Air

Electrical System	
Nominal voltage	12 Volt
Battery	770 CCA
Alternator	65 Amp

Hydrostatic Transmission

Hydrostatic drive. Forward and reverse selected from joystick. Infinitely variable speed control forward and reverse. 0-7.2~mph (0 -11.6~km/h)

Drive

Dual radial piston drive motors.

Service brake: Hydrostatic drive provides dynamic braking.

Parking brake: Spring applied brakes.

Steering

Heavy-duty articulated steering

Fluid Capacities	
Fuel tank	11.6 gal (44 L)
Hydraulic system (includes tank)	11.6 gal (44 L)
Water tank	47.5 gal (180 L)

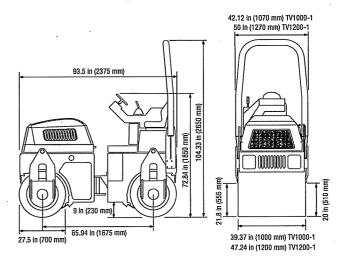
Operator's Are

Open operator's seat with functional design, excellent all-round visibility and user-friendly operator controls.

Operator's suspension seat with hydraulic cushioning and lap belt; weight, height and longitudinally adjustable.

Vandal protection package	
Back-up alarm	одинова обога водра (поставлен напина завина видини простоино постава на п
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Hydraulic test points	errennent i indiget er i introponomen i mentrikanskrivitation en i interfere
Electrical diagnostics system (L	ED lights)
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12 volt battery disconnect	and the second s
Pressure and gravity water	
ROPS	

Dimensions





Terex Construction Americas

8800 Rostin Road Southaven, MS 38671 USA TEL 662-393-1800
SALES 866-837-3923
PARTS & TECH SUPPORT 888-201-6008
FAX 662-393-1700
EMAIL sales@terexca.com
WEB terexca.com

For more information, product demonstration, or details on purchase, lease and rental plans, please contact your local Terex Distributor.

Effective Date: April 1, 2007. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious figury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries and all rights are reserved. Terex® is a registered trademark of Terex Corporation in the USA and many other countries.



CLARKSBURG
212 NORTH OHIO AVENUE
RT. 2 BOX 924
CLARKSBURG, WV 26301
PHONE: (304) 623-5670
1-800-473-0110
FAX: (304) 623-5676
www.logancorp.com

RE: RFQ#708EC008

PROPOSED TRAINING PROGRAM

Logan Corporation will provide an Operator and Service Training Program to be conducted at the WVDOH training facility at Buckhannon, WV

Training will include both the operation and service of the Terex TV-1200 Double Drum Asphalt roller. Representatives from both Logan Corporation and Terex will be on site for the training.



>WZCOT

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

Request for Quotation

708EC008

····P#	\GE⊗	***
	1	

TOUAEL AUCTIN

MICHAEL AUSTIN

rfq copy type NAME/ADDRESS HERE Logan Corporation Rf. 2 Box 924 Clarksburg, WV 26301

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV

26201 304-472-1750

DATE PHIN			MS OF SAL	Ē		SHIP	<u> </u>		FO.B.	FREIGHTTERMS
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WHE	N BESPO	NDING T	TO REQ.	INSER	T NAME	AND	ADDRESS	IN SI	PACE ABOVE LABELE	D 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1.8 Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. 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 Viginia 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.

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

SIGN IN SHEET

RFQ# <u>708EC068</u> Date: <u>/2/13/2007</u>

Firm & Representative Name:	Mailing Address:	Pho	ne, Fax, & E-Mail:
1. Caterpillar			P 704-752-1330
Jenelle Stranbridge			F
·			
6			
2. ITTIC Kamay	3 Park Rd		P 304-759-6400
2. Ersc Kamay Walker Machinery	N:40 W 25	143	F 304-759-6404
			7 00 00 00 00 00 00 00 00 00 00 00 00 00
II A O-	1 - 1 1 - N	~ A	
3. Volvo Con Obuction	621 howther	Kood,	P 717-319-2069
3. Volvo Construction Charlie Yangling	Lewisberro, Pa	a 17339	9 F 717-938-1496
	σ' .	E-mail	darlie ywling
•	701 110 120	5	volvo, com, o
4. Lestie Edipmento.	TO COOK UNDERINE	gens EDE	P 304-204-1019
tent topic	Cross Laws 111 V	•	F 304 204 1811
Tim WAGNER	FAIRMONT WV. 25	F-mail	A CONTACT OF THE
·	26554	w	Apprendite FCI com
5. Uniontour Tad EQ. Co), 2266 Universion	Ly De	P 724-437-1578
Mike Clower	LEasout Freder	CE, PA	F 724-437-2098
		,	MCOWER @ WIEC, COM

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ# 708EC008 Date: 12/27/7/97

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Anderson Equipment P.O. Box 3109

P (304) 756-2800

Chas, WV 25331

(304) 156-2799

E-mail + surface Danders neguip

Anderson Equipment Fringer + WV 26554 F304-366-7214

E-mail bearing le Andorson Equi

3. GARY GRADY CU TRACTOR

P.O. BOD 473 P 346-5301

CHARLESTON W F340--25322
E-mail wtrector e mon-con

4. Joe Dinaldo Rt a Box 924 P 354-641-201 Logan Corporation Clarksburg, WV 2630) F 304-623-5676

E-mail idinato logan corp. Com

5. TONY JONES

126 LAKEVIEW DR

P304-741-3569

WH EDUIPMENT

CHARIESTON WV 25313 F 304 776-6966

E-mail TJONES OM HEQUIPMENT C

Lace Cochras

Please print or write legibly!

Your fax # is essential to contact you timely!