



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
77900021

PAGE
1

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

VENDOR

*709014820 724-346-7400
FORNEY INC
1565 BROADWAY AVENUE

HERMITAGE PA 16148

SHIP TO

DIVISION OF HIGHWAYS
CONTRACT ADMINISTRATION DIV
MATERIALS TESTING SECTION
312 MICHIGAN AVENUE
CHARLESTON, WV
25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/06/2008				

BID OPENING DATE: **10/22/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		845-06	\$10,935. ⁰⁰	\$21,870.-
<p><i># Alternate: F-400X-F-TPilot spec provided</i></p> <p>TEST MARK INDUSTRIES CM-4000DB COMPRESSION TO PROVIDE TEST MARK INDUSTRIES MODEL CM-4000DB COMPRESSION TESTING MACHINES OR EQUAL FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS MATERIALS AND TESTING DIVISION. PER THE ATTACHED SPECIFICATIONS</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

RECEIVED
 08 OCT 29 AM 11:19
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Paul Stewart* FORNEY TELEPHONE: 724-346-7400 DATE: 10-23-08

TITLE: Account Executive FEIN: 26-3045983 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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

VENDOR

*709014820 724-346-7400
 FORNEY INC
 1565 BROADWAY AVENUE
 HERMITAGE PA 16148

SHIP TO

DIVISION OF HIGHWAYS
 CONTRACT ADMINISTRATION DIV
 MATERIALS TESTING SECTION
 312 MICHIGAN AVENUE
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/06/2008				

BID OPENING DATE: 10/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	EXHIBIT 10					
				REQUISITION NO.: 77900021		
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NO.'S:					
	NO. 1	BWS	received			
	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					
				<i>Burt W. Stewart</i>		
				SIGNATURE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Burt Stewart</i>	FORNEY	TELEPHONE 724-346-7400	DATE 10-23-08
TITLE Account Executive	FEIN 26-3045983	ADDRESS CHANGES TO BE NOTED ABOVE	

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 Department of Administration
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 Charleston, WV 25305-0130

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***709014820 724-346-7400**
FORNEY INC
1565 BROADWAY AVENUE

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DIVISION OF HIGHWAYS
CONTRACT ADMINISTRATION DIV
MATERIALS TESTING SECTION
312 MICHIGAN AVENUE
CHARLESTON, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/06/2008				

BID OPENING DATE: **10/22/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;">724-346-7408</p> <hr/> CONTACT PERSON (PLEASE PRINT CLEARLY): <p style="text-align: center;">Brent Stewart</p> <hr/> <p>Calibration on each machine \$409.-</p> <p>For a total of \$818.-</p>						
***** THIS IS THE END OF RFQ 77900021 ***** TOTAL:						\$22,688.⁰⁰
<p>**Shipping <u>NOT</u> included.**</p> <p>**SETUP, calibration & training <u>are</u> included.**</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brent Stewart</i>	FORNEY	TELEPHONE 724-346-7400	DATE 10-23-08
TITLE <i>Account Executive</i>	FEIN 26-3045983	ADDRESS CHANGES TO BE NOTED ABOVE	

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

Test Mark industries CM-4000DB or equal.

Precision Compression Testing Machine with digital load readout, 400,000-LB capacity.

Set of front and rear hinged, locking fragment safety guard doors, for operator's protection.

6.5" Dia. spherically seated upper platen assembly for testing 6"x12" cylinders.
Conforms to ASTM C-39

Cylinder shelf for easy insertion/removal of cylinders.

Heavy duty testing machine stand.

Welded one-piece frame.

Single channel of load input with up to 10 calibration points.

Calibration data store in permanent memory.

Serial port for transfer of test results to a remote computer.

One day of setup, training, and calibration for machine.

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: FORNEY

Signed: [Signature]

Date: 10-23-08

Title: Account Executive

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

N/A

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: FORNEY

Authorized Signature:  Date: 10-23-08



PRODUCT SPECIFICATION

F-40EX-F-TPILOT

DESCRIPTION: Compression testing machine for testing concrete cylinders, beams, cubes, masonry, brick, rock samples and a variety of other products.

CAPACITY: 400,000 lbf. compression.

RANGE: 4,000 lbf. to 400,000 lbf.

SYSTEM DESIGN: The F-40EX-F-TPILOT series machines are of a single-unit, self-contained design. The load readout, hydraulic pump and control valve are directly connected to the compression unit. Single unit design permits easy installation and provides portability without disassembling of hydraulic or electrical components.

COMPRESSION UNIT CONSTRUCTION: The load frame is manufactured from solid steel into a one-piece, welded unit. The vertical side members to be 1.75" thick x 11.00" wide and the top and bottom crossheads to be 3.50" thick x 11.00" wide x 11.00" deep. The unit to be designed to reduce deflection under full load, with frame rigidity expressed as 35.7×10^6 lbf/in. The hydraulic power piston assembly to be bolted to the bottom of the load frame with force applied in an upward direction.

A. INSIDE DIMENSIONS: The compression area of the load frame has a vertical daylight opening of 19.00", and a horizontal opening of 11.00". These dimensions are without test accessories.

B. OUTSIDE DIMENSIONS: Including the electrically operated hydraulic pump, the outside dimensions are 64 1/2" overall height x 31" overall width x 17" overall depth.

LOWER COMPRESSION PLATEN: The lower platen is 2.50" thick by 9.25" wide by 15.00" deep. The platen surface to be hardened to a Rockwell hardness of not less than 60 Rc and be precision ground to maintain planeness within .0005" in any 6.00" direction. The platen surface to be scribed with a center line and concentric circles for test specimen centering and be electroplated with industrial hard chrome for wear and rust resistance. The platen to be directly mounted to the top of the power piston to prevent foreign matter from entering the piston and cylinder assembly.

HYDRAULIC RAM ASSEMBLY: Testing pressure is applied by a 7.75" diameter power piston. Stability length of the piston is 6 1/4", and the working stroke is 2 1/2". Precision ground and polished to an 8 RMS finish, the piston is mounted in a polished solid steel cylinder with a non-frictional "O" ring and Teflon back-up

ring for sealing.

HYDRAULIC PUMPING SYSTEM: The hydraulic pressure is supplied to the power piston assembly by a special two-stage pump. This power pump features a supercharger (first stage) which provides low-pressure, high-volume delivery for rapid advance of the ram to the specimen. Once system pressure exceeds 100 p.s.i., the single piston pump (stage two) automatically takes over to delivery high-pressure, low-volume flow to machine capacity. Directly connected to the electric motor shaft, this pump runs immersed in oil rendering it maintenance free.

HYDRAULIC CONTROL SYSTEM: A single automatic control valve with multiple loading and unloading functions as outlined in items A thru D is used.

- A. **METERED ADVANCE:** This loading feature maintains stress loading adjustable from 2,000 pounds to 200,000 pounds per minute. Once set, the rate of loading will automatically be maintained by the pressure compensating valve until it is either readjusted, or the test specimen reaches its yield point.
- B. **FULL ADVANCE:** The rapid traverse lever is used to position the compression platen at the rate of 2 1/2" travel per minute. This feature is most often used for rapid advancement of the hydraulic ram prior to making contact with the specimen. It can also be used for pre-loading of specimens.
- C. **HOLD:** Pressure advance can be stopped and held to inspect the alignment of the test sample or interrupt the test cycle.
- D. **RETRACT:** This function is for the release of pressure and return of the compression platen to the start position or total retract.

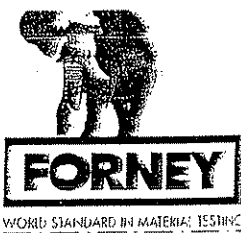
LOAD READOUT SYSTEM: See Test Pilot product data sheet.

ELECTRICAL SPECIFICATIONS: The hydraulic pump motor is rated at 110/220 volts, 12.0/6.0 full load amps. Single phase, 50/60 Hz current is required. Standard motor develops 3/4 horsepower.

ACCESSORY SYSTEM: Accessories are held in the compression unit by means of a holding stem system. This holding stem is inserted into the hydraulic piston and held by a locking setscrew.

UNIT WEIGHT: Complete unit weight without accessories is 1,170 lbs.

SHIPPING: F-40EX-F-TPILOT machines are shipped in an upright position, bolted to a wooden skid and crated. Total shipping weight can vary, depending upon type and number of accessories ordered, as they are included in the same shipping crate.



PRODUCT SPECIFICATION
TEST PILOT LOAD MONITOR

DESCRIPTION: The Test Pilot digital load monitor is a microprocessor-based instrument for measurement of applied loads to compression, tension and flexural load frames for the testing of concrete, steel and cement products. It is composed of aluminum housing with large anti-scratch overlay, sixteen button keypad, and power entry module with filter, fuse and power switch and connectors for 2 force channels and 2 lvdt strain channels, one RS-232 communications port and download printing capability. This load monitor is a menu driven instrument with the following features:

- Indicates live load, peak load, peak stress, load rate, specimen area, date, time, memory register
- Analyzes test data to calculate key test parameters i.e. stress and modulus of rupture
- Produces X-Y (load versus time) plots in Excel
- Stores test results to permanent memory up to 500 tests
- Transfers test data to a remote computer (RS232)
- Two force channel input allows connection to two different load frames with two different transducers and calibrations
- Operates in two languages (English & Spanish)
- Specimen weight and age input area
- Correction factor accordingly to ASTM C39

LOAD MONITOR: The load monitor consists of a single display for monitoring test information and a keypad for data entry. The displayed information by line is date, time, memory register, specimen area, load, stress, rate, rate indicators. Date, time, memory register, test number, specimen shape, specimen size, and area, load stress and load rate, is then can be shown. The display is 16 character backlit LCD.

KEYPAD: The keypad is used for direct entry of specimen identification number, specimen type, specimen size, units of load (LB, KN, or Kg), units of stress (P.S.I., kPa or ksc), units of length (in. or mm) and units of time (min. or sec.). These functions are displayed under specialized menu keys. The arrow keys are used to input specimen information and move between menus.

REPORT GENERATION: Up to 500 tests can be stored in permanent battery backed memory, ASCII delimited format. Once the sample break detection locks onto the highest load value (test result) the Test Pilot monitor displays maximum force in the selected units (English or metric). The test result can be stored in memory automatically, sent to an IBM compatible PC via an optional RS-232 interface for hard copy reporting and further data reports,

X-Y graphics at the computer.

A typical printout from the data display contains the following information:

- a) Date
- b) Time
- c) Specimen test number
- d) Compression or Flexural test - Channel 1 or 2
- e) Sample Shape
- f) Sample size
- g) Area
- h) Weight
- i) Age
- j) Peak Load
- k) Peak Stress

ACCURACY: The Pilot & transducer combination on channel one will produce load accuracy to within 1% of indicated load, with a guaranteed range starting at 1.0% of the full scale reading to full scale. With a second transducer calibrated on channel two, the same accuracy can be obtained using a second load frame with a different load range.

SPECIFICATIONS:

Electrical Power/Environmental Conditions:

- A. Input Voltage ----- 100 to 240 V.A.C.
- B. Phase ----- Single
- C. Frequency ----- 47 to 63 Hz.
- D. Operating Temp. Range ----- 5 to 45 deg. C.
- E. Storage Temp. Range ----- (-) 20 to 70 deg. C.
- F. Humidity Range ----- 0-95%, no condensing
or dripping liquids

Electronic Functions:

- A. Number of Analog Inputs----- 2 channels
 - 1. Resolution ----- 200,000 or .000001"
 - 2. Common Mode Rejection --- greater than 105 db

Other Electronic Functions:

RS-232 Serial Port (DE-9M)

- 1. Communication Cable (additional option by Forney Inc.)
- 2. Excel Macro for data handoff. This option allows data that is stored in memory to be handed off to a personal computer (IBM compatible) for storage in the PC files -- ASCII Delimited Format. Note this software is compatible with MS Windows 2000 and XP.

TEST PROCEDURES:

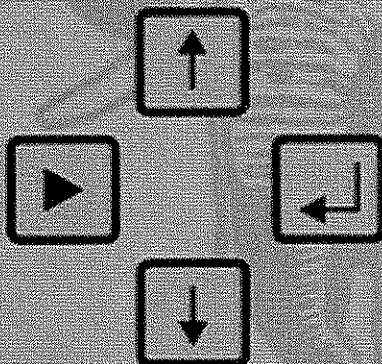
The Pilot load monitor is designed and programmed to collect and display data to meet the following ASTM Standards Specifications (within the limits of the load frame that the Pilot is operating with):

- C-39 Compressive strength of cylindrical concrete specimens.
- C-78 Flexural strength of concrete (beam 3rd point)
- C-109 Compressive strength of hydraulic cement mortar
- C-140 Concrete masonry units, sampling and testing
- C-293 Flexural strength of concrete (beam center point)
- C-496 Splitting tensile strength of cylindrical concrete
- E-4 Load verification of testing machines

TEST PILOT



- PEAK RATE COMPR FRAME 1
 TENSN FRAME 2



7 FORCE	8 STRESS	9 PEAK
4 STRAIN	5 STORE	6
1 SPEC #	2	3 UTIL
●	0 ZERO	— NEW

1565 Broadway Ave., Hermitage, PA 16148 USA
Phone 724-348-7400 or 1-800-367-6397 Fax 724-348-7408
www.forneyonline.com sales@forneyonline.com



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

VENDOR

*709014820 724-346-7400
FORNEY INC
1565 BROADWAY AVENUE

HERMITAGE PA 16148

SHIP TO

DIVISION OF HIGHWAYS
CONTRACT ADMINISTRATION DIV
MATERIALS TESTING SECTION
312 MICHIGAN AVENUE
CHARLESTON, WV
25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2008	30 days	Best way	Hermitage, PA	—

BID OPENING DATE: **10/29/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 10/22/08 AT 1:30 P.M.						
TO: 10/29/08 AT 1:30 P.M.						
NO OTHER CHANGES.						
Alternate provided: F-40EX-F-TPILOT (specs provided)						
0001	2	EA		845-06	\$10,935. ⁰⁰	\$21,870. ⁰⁰
TEST MARK INDUSTRIES CM-4000DB COMPRESSION						\$ 818. ⁰⁰
* Set up, calibration & training (409 ea)						
***** THIS IS THE END OF RFQ 77900021 ***** TOTAL:						\$22,688. ⁰⁰
* Shipping charges <u>not</u> included.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bruce Stewart</i>	TELEPHONE <i>724-346-7400</i>	DATE <i>10-23-08</i>
TITLE <i>Account executive</i>	FEIN <i>26-3045983</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

O R D E R Q U O T E

FORNEY
1565 Broadway Ave.
Hermitage, PA 16148

Telephone: 724-346-7400

Dear Customer,

This Document Serves As A Quote For The Items Listed Below. Please Review The Information Presented Here. If You Have Any Questions Or You Wish To Place An Order, Please Contact Us At The Address Or Phone Number Printed Above And Refer To Our Quote Number 11907 In Your Correspondence.

Our Quote #: 11907 Your Customer #: 000000034409 Quote Date: 10/23/08

Bill to:
WEST VIRGINIA, STATE OF
2019 WASHINGTON ST EAST
PURCHASING - ADMINISTRATION
CHARLESTON, WV 25305-0130

Ship To:
WEST VIRGINIA, STATE OF
2019 WASHINGTON ST EAST
PURCHASING - ADMINISTRATION
CHARLESTON, WV 25305-0130

Ship Via:
BEST WAY

SHIP DATE:
A.S.A.P.

Shipping Instruction:
Freight charges not included
brent

Freight Terms:
PRE-PAY

Payment Terms:
NET 30 DAYS

Item-No/Description	Quantity	Um	Price	Disc	Net Price
F-40EX-F-TPILOT 400K FRAME W/STAND & TESTPILOT	2.0	EA	\$12,150.00	10.00	\$21,870.00

Calibration, set up & training (\$409 each machine)

\$ 818.00

Total: \$21,870.00

*** The Above Total Does Not Include Misc. Charges, Freight And Sales Tax ***

11/11/11

11/11/11



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
 77900021

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 804-558-2402

PROPERTY

*709014820 724-346-7400
 FORNEY INC
 1565 BROADWAY AVENUE
 HERMITAGE PA 16148

SHIP TO

DIVISION OF HIGHWAYS
 CONTRACT ADMINISTRATION DIV
 MATERIALS TESTING SECTION
 312 MICHIGAN AVENUE
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 10/29/08 AT 1:30 P.M.						
TO: 11/12/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	2	EA		845-06		
TEST MARK INDUSTRIES CM-4000DB COMPRESSION						
***** THIS IS THE END OF RFQ 77900021 ***** TOTAL:						<u>\$22,688.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Burt Stewart</i>	TELEPHONE 724-346-7400 x-1103	DATE 11-04-08
TITLE Account Executive	FEIN 26-3045983	ADDRESS CHANGES TO BE NOTED ABOVE

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

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REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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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

RFQ NUMBER
 77900021

PAGE
 1

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

VENDOR

*709014820 724-346-7400
 FORNEY INC
 1565 BROADWAY AVENUE
 HERMITAGE PA 16148

SHIP TO

DIVISION OF HIGHWAYS
 CONTRACT ADMINISTRATION DIV
 MATERIALS TESTING SECTION
 312 MICHIGAN AVENUE
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS - IN PARAGRAPH 1						
READS: TEST MARK INDUSTRIES MODEL CM-4000DB						
COMPRESSION TESTING MACHINES						
TO READ: TEST MARK INDUSTRIES MODEL SM-400LXI						
COMPRESSION TESTING MACHINES						
BID OPENING DATE AND TIME REMAINS 11/12/08 @1:30 P.M.						
NO OTHER CHANGES						
0001	2	EA		345-06		
TEST MARK INDUSTRIES SM-400LXI COMPRESSION						
***** THIS IS THE END OF RFQ 77900021 ***** TOTAL:						\$22,688.—

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Burt Senat</i>	TELEPHONE 724-346-7400 X-1103	DATE 11-4-08
TITLE <i>Account Executive</i>	FEIN 26-3045983	ADDRESS CHANGES TO BE NOTED ABOVE

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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

RFQ NUMBER
 77900021

PAGE
 1

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

*709014820 724-346-7400
 FORNEY INC
 1565 BROADWAY AVENUE
 HERMITAGE PA 16148

DIVISION OF HIGHWAYS
 CONTRACT ADMINISTRATION DIV
 MATERIALS TESTING SECTION
 312 MICHIGAN AVENUE
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/29/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				TO CORRECT ADDENDUM NO. 3		
				TO READ: TEST MARK INDUSTRIES MODEL CM-4000LXI COMPRESSION TESTING MACHINES		
				BID OPENING DATE AND TIME REMAINS 11/12/08 @ 1:30 P.M.		
				NO OTHER CHANGES		
				ATT: # F-40EX-F-TA/LOT (specs in original packet)		
0001	2	EA	845-06	TEST MARK INDUSTRIES CM4000LXI COMPRESSION	# \$10935.- (each)	\$21,870.-
				Calibration, set up & training		\$ 818.-
				***** THIS IS THE END OF RFQ. 77900021 *****	TOTAL:	\$22,688.-

shipping not included

RECEIVED
 08 NOV 10 AM 9:40
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Brent Stewart* TELEPHONE: 724-346-7400 x1103 DATE: 11-4-08
 TITLE: Account Executive FEIN: 26-3045983 ADDRESS CHANGES TO BE NOTED ABOVE

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