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RT. 2, BOX 924

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

LOGAN CORPORATION

CLARKSBURG, WV 26301

Request for Requirements Quotation

7010EC01

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********ADDRE	ss correspondence to a Hention of	Ö
MICHAEL	AUSTIN	
304~558.	2402	

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

304-472-1750

DATE PRINTED TERMS OF SALE SHIP VIA FOB, FREIGHTTERMS Net 30 09/02/2009 Motor Freight Delivered tre Paia BID OPENING DATE: 10/07/2009 **BID OPENING TIME** 01:30PM QUANTITY EINE UOP ITEM NUMBER UNITPRICE AMOUNT: 0001 # 39 55.00 EA 550-96 TO PROVIDE TRAILER MOUNTED SOLAR POWERED AAROWBOARD OPEN END CONTRACT TO PROVIDE TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARDS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/15/2009 AT 10:00 AM AT THE EQUIPMENT DIVISION BUCKHANNON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND PRE-BID. REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT RECEIVED IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE 2001 OCT -6 A 10: 17 COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY SHEET. WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S PURCHASING DIVISION FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. STATE OF WV ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. SEE REVERSE SIDE FOR TERMS AND CONDITIONS: 10/5 ADDRESS CHANGES TO BE NOTED ABOVE 55-0219530

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, the State may deem this contract null and void, and terminate such contract 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.
- 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



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

CLARKSBURG, WV 26301

Request for

7010EC0

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

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

304-472-1750

RFQ COPY TYPE NAME/ADDRESS HERE LOGAN CORPORATION RT. 2, BOX 924

DATE PRINTED TERMS OF SALE FREIGHT TERMS 09/02/2009 **BID OPENING DATE:** 10/07/2009 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIMER THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (I) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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304-558-2402

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LOGAN CORPORATION RT. 2, BOX 924 CLARKSBURG, WV 26301 SH E

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201 304-4

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT NO. 839-1-L

TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD

NOTE TO BIDDER: Procurement Specification No. 839-1-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 a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: 7010 E Col
	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: YRS
	Years Company has been an authorized dealer for proposed unit:
X3.2	Have you complied with all mandatory specifications? YESNO
X4.2 X4.2.1	DELIVERY: Delivery date of completed representative unit: Calendar Days After Receipt of Purchase Agreement
X4.2.2	Delivery date of balance of completed units: Calendar Days After Receipt of Purchase Agreement

The <u>Bidder's Evaluation Reports</u> are ready for download on Purchasing's Web site at <u>www.state.wv.us/admin/purchase</u>

X5.0	.0 AWARD CRITERIA;			
X5.1	.1 Price per unit: #395	55.00 pc	er unit	
X6.0 X6.1	.1 Manufacturer, model, series, and date of manufacture of proposed			
	Wanco - Weco Solar Arrowboard 200 Is descriptive literature, fully describing proposed unit attached to you	9 New ir bid?_/	YES	NO
~~~ <u>_</u>	If not, why?			
X6.2	.2 Will the required number of service manuals, and complete parts Equipment Division at Buckhannon upon completion of delivery	of total unit		
	Will the required Equipment Preventive Maintenance Form (Sect Report) be provided upon inspection of the pilot unit?		Bidders E YES	

### 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.

DESCRIPT	TION:		<del></del>	MAKE:				
M	ODEL:		YEAR:	PU	RCHASE AMOUNT	r:		
ENGINE:	MAKE:		MODEL:		FUEL TYPE:			
	COOI THIC GVCT	EM CAPACITY: _						
	COOLING 5151	BM CAPACITI.	<u>.</u>					
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### X6.3 TRAINING:

	Will training seminar be conducted on Preventive Maintenance, Operator		echanic T	raining
	Will you conduct training with each purchase order against this open	end o	ontract? _YES	NO
	Will training be conducted within 2 working days from the delivery of the purchase order?	pilot	anit on the YES	individual NO
	If NO, explain time frame	***************************************		7-118-11-11-11-1-1-1-1-1-1-1-1-1-1-1-1-1
	Will an Operator's Manual be furnished directly to Training Academ delivery of the pilot?		r to the YES	NO
X6.4	If you are the successful vendor, will you furnish all training aids, i.e., in conducting the training?  YESNO	video	s, projecto	ors, required
X6.4.1	Will all manuals, booklets, etc. explaining preventive maintenance service schedule be delivered with each unit?  If NO, explain		ator proce	
X6.5	WARRANTY AND SERVICE POLICY			
	Will the warranty and service you provide comply with all areas as stated YES NO			specifications
	Is warranty literature attached?	YES_	NO	
	Is a minimum two (2) year bumper to bumper basic parts and labor mand normal wear items included?  Describe:	varran YES_	ty excludi	ng abuse
	Wanco will provide a 2 year basic p	<u>arts</u>	and	
	Describe: Wanco will provide a 2 year basic pelabor warranty	·÷	-	

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

		Narranty Sheet
manu <u>Wa</u>	ifacturer's representativ	be performed at DOH facilities and warranty service to be performed at e facility. List name and location of manufacturer's representative.  Will be performed at either the DOH facility of the charleston or Clarksburg, www.
know Par	M3	entories that are within the State of West Virginia. Also, list availability levels, if  r Come direct from Wanco or Logan
4. Du		y, list the guarantee discount to manufacturer's published list price for parts that wner.
A. B. C.	Terms: Net 30 Terms: Net 60 Terms: Net 90	Manufacturer's published list price less:       0       % discount         Manufacturer's published list price less:       0       % discount         Manufacturer's published list price less:       0       % discount
5. Du Highv		y, will all manufacturers or engineering improvements be submitted to Division ofYESNO
6. Du	ring the term of warrant	y, list the guaranteed rates charged for repair to the unit.
A.	Shop Rate	\$ 475.00 per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ # \$ 9.00 per mechanic hour ; port to port
C.	Mileage Charge (Specify if one-way	\$ 1.50 per vehicle mile  X; port to port X
D.	Field Mechanic Rate	\$ 89.00 per mechanic hour
E.	Specify period of time	that prices are in effect: Oct 09 thru Oct 10
F.	Surcharge for miscella	meous items:

X6.6	EVALUATION COMMITTEE REQUIREMENTS
	Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?  YESNO
X6.7	Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?  YESNO
X6.7.1	Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?  YESNO
X6.7.2	Are all standard safety features that are required by Federal and State statutes of law included? YESNO
X7.0	SPECIFICATIONS OF THE QUOTED UNIT The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.
	Does unit have built in auxiliary battery charger which would enable batteries to be hooked up to an AC power source at the storage yard or off of a generator in the fieldYESNO
	Is charge time and charger version based on manufacturer's battery configuration YESNO
•	Describe: The DL5-15 Converts nominal 108-132 AC voltage to 13.4 DC voltage for DC load operation and 12 volt battery Charging  Manufacturer: <u>Tota Engineering</u> Model: <u>BLS-15-Mod</u>
X7.1	Arrowboard:
X7.1.1	Is the arrowboard panel weather-tight:YESNO
	Describe weather-tight design and materials used:
	Lockable weather-resistant Aluminum enclosure
	Arrow Board panel dimensions: 48 inches high x 96 inches wide

X7.1.2	Height from bottom of panel to roadway $6.9$ feet above roadway				
X7.1.3	Is the face of the panel flat black, with fifteen (15) hooded lamps?  YESNO				
X7.1.3.1	Does lamp have five (5) inch amber LED with minimum angularity of 33 degrees  YESNO				
X7.1.4	Modes of operation capability:				
X7.1.4.1	Right arrow – 10 lamps flashing in unisonYESNO				
X7.1.4.2	Left arrow − 10 lamps flashing in unison				
X7.1.4.3	Double arrow – 5 lamps in each arrowhead and 3 lamps in shaft, all flashing in unison YESNO				
X7.1.4.4	Warning bar − 7 horizontal lamps flashing in unisonNO				
X7.1.4.5	Four Point Caution – 4 outermost corner lamps flashing in unison YESNO				
X7.1.4.6	Indicator lights on back of panelNO				
X7.1.5	Is the unit flash rate 30 flashes per minute with a flash cycle time of two (2) seconds with 50 percent on time?  YESNO				
X7.1.6	Will the unit reduce lamp brightness when the ambient light level drops below five (5) foot candles, plus or minus one (1) foot candle, and increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle?				
X7.1.7	Unit's minimum distance of legibility: mile(s)				
X7.2 Ele	ectrical System:				
X7.2.1	Does the solar generator incorporate a 12 Volt DC photovoltaic solar panel mounted on a self-erecting automatic positioning device located above the unit?				
X7.2.2	Is the battery bank of sufficient size and capacity to power the unit for 30 days without solar assist? YESNO				
X7.2.3	Are the batteries protected in a manner that will prevent damage due to overcharging or discharging to deeply at any temperature?YESNO				

X7.2.4	Does the unit have an external warning light, or other warning signal device, to indicate when the unit is in need of auxiliary charging prior to arrow shutoff?  YESNO				
X7.2.5	Is the battery compartment vented, protected by an acid-resistant finish, and lockable?  YESNO				
X7.2.6	Is the arrowboard controller housed in a lockable weatherproof enclosure?				
X7.2.7	Is unit safe guarded from any unwanted outside RF interference which would include by not be limited to VHF/FM receiver, 2-way radio receiver, cell phones, etc. YESNO				
X7.2.8	Is the unit equipped with an operational hour meter?	NO			
X7.3 Tr	ailer:				
X7.3.1	Is the trailer equipped with the following:				
X7.3.1.1	2,000 lb. axle with leaf springs	NO			
X7.3.1.2	Tubeless standard tread tires and wheels	NO			
X7.3.1.3	Heavy duty pintle eye hitch	NO			
X7.3.1.4	Adjustable jack stand on trailer tongue	NO			
X7.3.1.5	Adjustable jack stands to stabilize unit while in operationYESNO				
X7.3.1.6	Approved lighting and safety chains for highway t	use VES NO			
X7.3.1.7	Heavy duty light wiring for towing of unit with qu Hersee Part Number 12081 male or equal				
X7.3.1.8	License plate brackets	NO			
X7.3.1.9	Wheel fenders	NO			
X7.3.1.10	Arrowboard raised and lowered using a hand oper pump/ram) locked into place using latches of steel permanently attached to the unit	~ ` *			

X7.5	Does the proposed unit meet or exceed the "Occupational Safety and Health Act of 1970" requirements and/or any subsequent changes at the time manufactured? YESNO
X7.6	Does the unit conform to advertising guidelines?NO
X7.7	List all other standard features considered as standard equipment but not specifically addressed in specifications: Batteries are fully sealed and will not leak or specifications. They require NO maintenance, resulting in longer battery life.
X7.8	These batteries take less time to recharge - 5 to 6 h instead of 24 hours. (This is with-out auxiliary batteries Maintenance and Operator's Training School:  Will a preventative maintenance and operator's training seminar be provided with each order?
	YESNO  If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?YESNO
	Will all manuals, booklets, etc. preventive maintenance, operator procedures, and service schedule be delivered with each unit?  YESNO
	Have you attached a copy of the proposed program with your bid, stating the time required to perform the program and brief description of program YES NO

### 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,
<b>5.</b>	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.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz he requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid irred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
3idder:	Logan Corporation signed: Joseph M. Jack

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

### 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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name:	Logan Corpora				
Authorized Signature:	Goepl M. W	na Vdo	Date:	10/5/09	
Burcheelen Affidavit (Pevice)					



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50100 Post Office Box 50130 Charleston, WV 25305-0130

304-623-5670

RFQ NUMBER

7010EC01

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MICHAEL AUSTIN <del>904-558-2402</del>

SH-p

ROUTE 2 BOX 924

LOGAN CORPORATION

*709035033 01

CLARKSBURG WV 26301

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD

BUCKHANNON, WV 26201

304-472-1750

ADDRESS CORRESPONDENCE TO ATTENTION OF

DELETE "PURCHASING CARD ACCEPTANCE" IN ITS ENTIRETY.  BID OPENING DATE AND TIME REMAINS 10/07/09 @ 1:30 P.M.	
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BID OPENING DATE AND TIME REMAINS 10/07/09 @ 1:30 P.M.	
BID OPENING DATE AND TIME REMAINS 10/07/09 @ 1:30 P.M.	
NO OTHER CHANGES.	
0001 #3955.00 #3955.00	oach
TO PROVIDE TRAILER MOUNTED SOLAR POWERED AAROWBOARD	
***** THIS IS THE END OF RFQ 7010EC01 ***** TOTAL:	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE TELEPHONE 11/ 201/ DATE 10/5/29	<u> </u>
Title ritory Mgr. FEIN 55-0219530 ADDRESS CHANGES TO BE NOTED ABOVE	

91



3034275725

5870 Tennyson Street, Arvada Colorado 80003 USA 800-972-0755 | www.wanco.com 303-427-5700 303-427-5725 fax

Date:

October 5, 2009

To:

Joe Dinaldoat

Company: Logan Corp

Fax:

304 623 5676

Phone:

Email:

dmyers@wanco.com

From:

Phone:

Pages: 3 w/cover

Dan Myers

303-427-5700

Re:

**Extended Warranty** 

CC:

Charlistic to appear to a

T: Urgent

For Review

☐ Please Comment

T Please Reply

Please Recycle

Mr Dinaldoat,

Jeff Hilliard asked me to send over our standard warranty info. For this order, Wanco WILL extend the warranty to 2 years for WVDOT.

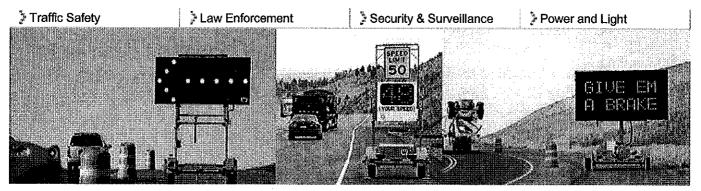
If you need further information or have any questions, please do not hesitate to contact myself of Jeff Hilliard.

Thank you very much!

Dan Myers Sales and Marketing Wanco Inc

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## **Standard Wanco Warranty**

### **MANUFACTURER'S LIMITED WARRANTY**

WANCO INC. (WANCO) warrants to the original user that each product of its manufacture is free from defects in material and workmanship if properly installed, serviced, and operated under normal conditions.

WANCO's obligation under this warranty is limited to correcting without charge at its factory any part or parts thereof which shall be returned to its factory prepaid within one year after being put into service or 12 months after purchase by the original user, whichever is earlier, and which upon examination shall disclose to WANCO's satisfaction to have been originally defective. In any event, warranty will not extend beyond one year (12 months) from the date of original purchase from WANCO.

Under the conditions described above, WANCO light towers are warranted for a period of two years after being put into service or 24 months after purchase by the original user or 2,000 hours of operation, whichever is earliest. In any event, warranty on WANCO light towers will not extend beyond two years (24 months) from the original purchase date from WANCO.

This warranty shall not apply to any WANCO product that must be replaced because of normal wear, that has been subject to misuse, negligence or accident, or that has been repaired or altered outside of WANCO's factory unless authorized by WANCO.

WANCO makes no warranties with respect to engines or other component parts or accessories not manufactured by WANCO, same being subject only to such warranties, if any, as may be made by their respective manufacturers. WANCO does warrant that it will put forth its best efforts on behalf of original users of its products to assure that such manufacturer's warranties are satisfactorily performed.

THIS WARRANTY, AND THE MANUFACTURER'S OBLIGATION HEREUNDER, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or

Wanco Warranty Page 2 of 2

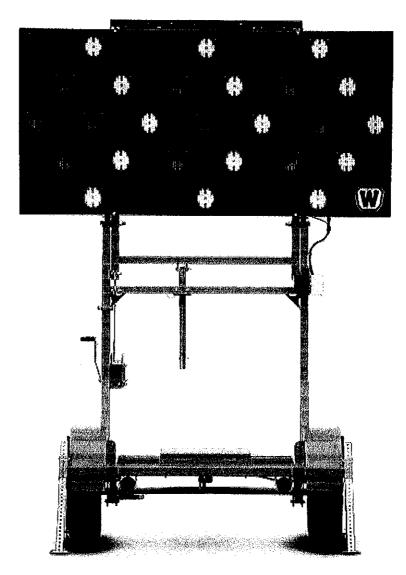
part to operate properly. WANCO shall not be liable for any special, indirect, incidental or consequential damages whether in contract, tort, under any warranty or otherwise, beyond the warranty quoted herein for products or parts.

No person is authorized to give any other warranty or to assume any additional obligation on WANCO's behalf unless made in writing and signed by an officer of the Manufacturer.



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# **W**ECO Arrowboards



Orange for safety.

Green for the environment.





# Wanco's unique technology uses less power and smaller batteries, and is better for the environment.

- Consumes 66% less power
- Contains 80% less lead
- Sealed batteries will never leak or spill
- Reduced charging time saves energy

W|ECO™ Arrowboards are the most power-efficient in the industry. Through innovative engineering, this approach makes possible a unique power system that uses fewer and smaller batteries. The result is a remarkable new technology that benefits the environment without sacrificing performance.

Fewer and smaller batteries means less lead content—80% less, when compared to traditional arrowboards. The WIECO batteries are fully sealed and will not leak or spill. They require no maintenance, resulting in longer battery life.

With a decrease in power consumption, these batteries take less time to charge—5 to 6 hours instead of 24—which not only saves energy but results in less downtime.

The total weight of the batteries has been feduced 210 pounds. As a result, towing a WIECO Arrowboard sayes fuel and the environment.

During the manufacturing process, powder coating emits near-zero volatile organic compounds (VOCs), and all over-spray is reclaimed and reused. Finally, nearly every component can be recycled.

### More than just eco-friendly

Wanco arrowboards are designed to meet and exceed the highest standards of quality and performance in the industry.

A heavy-duty winch with safety brake allows one person to raise the arrowboard, and a single locking device holds the board in place. Constructed of rigid, tubular steel, all joints are welded. Bolt-on fenders can be replaced if damaged.

In the travel position, Wanco's unique design keeps the board horizontal without rear supports. This reduces the possibility of damage occurring during transport. The low-profile battery box improves visibility when backing.

For more information, call 800.972.0755 or visit wanco.com.



Aluminum theat and wolded channels

### **Brief specifications**

Board material	Aluminum sneet and welded channels		
Trailer construction	MIG welded 2½-inch square steel tubing		
Coating	Powder coated and oven-baked		
Controller	Self-contained solid state electronics located in lockable weather-resistant aluminum enclosure		
Display options	15- or 25-light models provide up to 12 arrow display functions		
	Automatic and manual dimming functions		
Power system	⁽ 3 or 4 sealed, leak- and spill-proof, 12-volt ( batteries		
	Includes resetting dual circuit breakers, reverse polarity protection, and low-voltage disconnect		
	Positive-drive voltage system applies voltage to lamps only when lit		
	Contained in lockable weather-resistant enclosure		
Industry standards	Meets MUTCD		

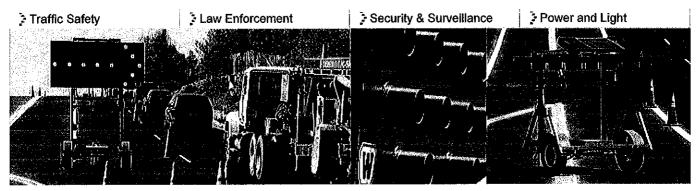
Due to Wanco's commitment to continuous improvement of our products, all specifications and data are subject to change without notice. Wanco, WJECO, "Orange for safety, Green for the environment," and the Wanco and WJECO logos are trademarks of Wanco Inc.



WANCO INC. 5870 Tennyson Street Arvada, Colorado 80003 800-972-0755 303-427-5700 303-427-5725 fax www.wanco.com

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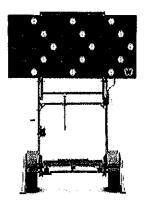




### WIECO Solar Arrow Boards

### **WTSP**

W|ECO® Arrowboards are the most power-efficient in the industry. Innovative engineering makes possible a unique power system that uses smaller, more eco-friendly batteries. The result is a remarkable new technology that benefits the environment without sacrificing performance. W|ECO Arrowboards set the highest standards of quality and performance in the industry.



### **Features**

### Environmental

Smaller batteries

Consumes 66% less power than traditional solar arrow boards

Smaller batteries have 80% less lead content

Sealed batteries will not leak or spill and require no maintenance

Decreased charging time saves energy and downtime

Reduced battery weight saves fuel

Manufacturing process emits near-zero VOCs

Nearly every component can be recycled

### Functional

High-output amber LEDs legible up to 1 mile (1.6 km)

Choose 15 lamps with 7 arrow display modes or 25 lamps with 12 arrow display modes

Easy to operate and maintain

Heavy-duty hand-winch with safety brake allows one person to raise board

Single locking device holds arrow board in place while operating and during transport

Controller located safely away from work zone traffic

Weather resistant control box cover has lockable slam-latch

Control box outputs have short-circuit protection, helping prevent blown transistors

Positive-drive voltage system applies power to lamps only when lit

Power system includes resetting dual circuit breakers, reverse polarity protection, and low-voltage disconnect

50-watt solar charging system features solid state voltage regulator with charge indicator

Arrow display has automatic and manual dimming, with flash rates of 30 to 40 per minute

Tires are standard 15-inch bias ply

Lunette ring tow hitch for pintle hook

In travel position, unique design supports board without rear braces, reducing possibility of damage during transport

Durable powder-coat finish resists the elements

**Meets MUTCD** 

NTPEP tested

## Arrow display Flashing Modes

Conter caudion			
	9 9		
Caution bar	* 6 6 6 6 6 6 6		
LetVright	6 6 6 6 6 6 7		
Double arrow			
Sequential Modes	First pulso	Second pulso	Third pulse
Sequential - stem arrow, left/right	8 9	0 0 0 0 0	8 8 8 8 8 8
Sequential arrow, left/right*	9 0 0 0 0	0 6 6 6 8	8 8 8 8 8 9
Sequential chevron arrow, left/right*	& • • • • • •	# B V 8 9 8 9 8	5 0 9 5 0 9 9 0 0 9 0 0
Alternation	[ 6	Ö	

Flashing rate, all models: 30 to 40 per minute. Consult factory for optional arrow modes not shown. *Available only on 25-light models.

### Options*

diamonds*

### Solar wattage

65

85

130

### Tow hitch

Combo-hitch for 2-inch ball or pintle hook Rear tow receiver

### Other options

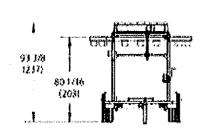
Manual dimming 15-amp battery charger Auto-lock stabilizer pins

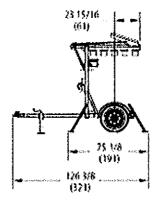
*Some options may not be available for aftermarket installation. Please consult factory.

### **Specifications**

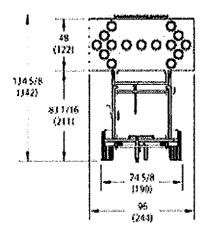
### Dimensions — inches (cm)

Travel Position





### Deployed



### Weight

Approx. 990 lbs. (450 kg)

### Construction

Trailer

MIG-welded, 2.5-inch square steel tubing

Arrow board

Aluminum sheet and welded channels

Coating

Powder-coated and oven-baked

Axle assembly

2000-lb. capacity tubular axle

5-hole 4.5-inch bolt circle pattern on idler hub

60-inch wheel track

Double eye leaf springs, 1200-lb. capacity per spring

Tires

south of the control of the section of the control 
ST205/75 D15 trailer tires

### Standards compliance

MUTCD type C

### Power

Battery type

Sealed, leak- and spill-proof absorbed glass mat (AGM)

**Battery voltage** 

12 V dc

**Battery capacity** 

75-125 Ah total

Number of batteries

Three or four

Solar charging

One or two solar panels

Solar panel regulation

50 W on 15-light arrow boards, 85 W on 25-light arrow boards; charge controlled via arrow board

control panel

### **Details**

The WIECO technology consumes less power and uses smaller batteries, resulting in greatly reduced lead content — 80% less, when compared to traditional arrow board batteries.

Additionally, W|ECO batteries are fully sealed and will not leak or spill, which is better for the environment. And because they require no maintenance, W|ECO batteries have a longer useful lifespan, saving costs associated with replacement.

With a decrease in power consumption, these batteries take less time to charge—4 to 5 hours instead of 24—which not only saves energy but results in less downtime.

The total weight of the battery bank has been reduced 210 pounds. As a result, towing a WIECO Arrowboard saves fuel.

During the manufacturing process, powder coating emits near-zero volatile organic compounds (VOCs), and nearly all over-spray is reclaimed and reused. Finally, nearly every component can be recycled.

More than just eco-friendly Wanco arrow boards are designed to meet and exceed the highest standards of quality and performance in the industry.

A heavy-duty winch with safety brake allows one person to raise the arrow board, and a single locking device holds the board in place. Constructed of rigid, tubular steel, all joints are welded. Bolt-on fenders can be replaced if damaged.

In the travel position, Wanco's unique design fully supports the board without rear braces. As a result, it never strikes another surface during transport. This innovation virtually eliminates the damage that other arrow boards endure.

### **Documents**

W|ECO Arrowboard Brochure

### Financing

Financing your capital equipment purchases means saving your cash for use in other ways. Builders, contractors and rental businesses across the country continue to use equipment financing to help simplify cost justification, increase margins and grow their enterprises.

Learn More



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The following will be covered in detail during the operator's training seminar on the Wanco Weco Solar Powered Arrowboard.

- 1. Description and Features of Unit
- 2. Safety and Precautions
- 3. Set-Up/Operating Instructions
- 4. Trailer Alignment
- 5. Winch Operating Instructions
- 6. Trouble Shooting

The Following will be covered in detail during the preventive maintenance portion of the training seminar on the Wanco Weco Solar Powered Arrowboard.

- 1. Periodic Maintenance
  - a. Array Maintenance
  - b. General Maintenance

The training seminar will take about 30 minutes to complete

Logan Corporation, Joe Dinaldo