



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 |
| 709EC001 |

| |
|------|
| PAGE |
| 1 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

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

| | | | | |
|--------------|---------------|---------------|------------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/14/2008 | NET 30 | Motor freight | Buckhannon | Prepaid |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|------------|
| 0001 | 1 | EA | | 765-66 | \$4,849.00 | \$4,849.00 |
| <p>DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE 2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER (SELF CONTAINED) PER THE ATTACHED SPECIFICATIONS.</p> <p>THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT THE STATE CAPITOL COMPLEX, BUILDING 15, CONFERENCE ROOM, AT 10:00 AM ON 08/28/08. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>QUESTIONS: WRITTEN QUESTIONS MUST BE RECEIVED BY CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY, 08/22/08. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E. CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, EMAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1)</p> | | | | | | |

RECEIVED
 08 SEP 29 PM 1:05
 PURCHASING DIVISION
 STATE OF WV

| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>Joseph M. Smith</i> | TELEPHONE 304-623-5670 | DATE 5/29/08 |
| TITLE Territory Mgr. | FEIN 55-0219530 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**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
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 709EC001 |

| |
|------|
| PAGE |
| 2 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/14/2008 | | | | |

BID OPENING DATE: **09/03/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| | | | | | | |
| <p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY TH</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 709EC001 |

| |
|------|
| PAGE |
| 3 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/14/2008 | | | | |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| | | | | | | |
| <p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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 FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>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 SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

| | | |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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



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

Request for Quotation

RFQ NUMBER
709EC001

PAGE
4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

**LOGAN CORPORATION
 RT. 2, BOX 924
 CLARKSBURG, WV 26301**

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/14/2008 | | | | |

BID OPENING DATE: **09/03/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|-------------|------------|--------|
|------|----------|-----|--------|-------------|------------|--------|

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, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.

EXHIBIT 10

REQUISITION NO.: **709EC001**

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 *[Signature]* ✓
- NO. 2 *[Signature]* ✓
- NO. 3 *[Signature]* ✓
- NO. 4 *[Signature]* ✓
- NO. 5

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 709EC001 |

| |
|------|
| PAGE |
| 5 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/14/2008 | | | | |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Joseph M. Donald</i> SIGNATURE <i>Logan Corporation</i> COMPANY <i>9/29/08</i> DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p> | | | | | | |

| | | | |
|---|-----------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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



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

Request for Quotation

RFQ NUMBER
 709EC001

PAGE
 6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/14/2008 | | | | |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 709EC001 |

| |
|------|
| PAGE |
| 7 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/14/2008 | | | | |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| | | | | | | |
| <p>OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

| | | |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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



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

Request for Quotation

RFQ NUMBER
 709EC001

PAGE
 8

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/14/2008 | | | | |

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|-------------|------------|--------|
|------|----------|-----|----------|-------------|------------|--------|

BIDDER: Logan Corporation
 DATE: 9/29/08
 SIGNED: Joseph M. Daulton
 TITLE: Territory Mgr.

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 33

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 011-1-H

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

1.0 PURPOSE

It is the purpose of these specifications to describe a 2.3 Cubic Yard Struck Capacity Demountable Abrasive and Chemical Spreader (Self Contained) (hereinafter referred to as a "spreader" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The 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, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. 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 45 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 60 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.**

Prices for the units shall be in quantities of 1-10, 11-20, 21-50, and 51 and over.

However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 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, 2008 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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 (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

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 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 excluding abuse and normal wear items is required for this unit.

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

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 **Spreaders offered shall be of the heavy-duty, self-contained, hopper type.**
- 7.2 **Spreaders shall consist of a steel body, feeder conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.**
- 7.3 **The spreader shall be capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of 20 feet.**
- 7.4 **Body:**
 - 7.4.1 **The body is to be of all-welded 304 stainless steel construction.**

- 7.4.2 **The struck capacity 2.3 cubic yards minimum**
- 7.4.3 Hopper length to be 8 feet.
- 7.4.4 Overall height to be approximately 34 inches
- 7.4.5 Inside width to be 54 inches (approximate).
- 7.4.6 The body sides to slope at approximately 45° pitch to insure free flow of materials to the conveyor.
- 7.4.7 The body sides and end-gates to be constructed of **minimum twelve (12) gauge 304 stainless steel** and 12 gauge full-weld sills.
- 7.4.8 Top of the body to be angle formed for additional support.
- 7.4.9 Cross support stiffeners; one (1) at balance point with "lift eye" to be provided.
- 7.4.10 A protected inverted V conveyor shield to be made of 304 stainless steel and allow for vertical height adjustment.
- 7.4.11 All necessary hardware to be stainless steel.
- 7.5 Conveyor:
- 7.5.1 The conveyor to be located in bottom of hopper capable of engaging material along its full length, and moving material to the rear adjustable metering gate.
- 7.5.2 To be chain bar flight type self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on 9" centers made of 1/4 " x 1 " steel.
- 7.5.3 **Overall width of chain conveyor shall not be less than 12 inches.**
- 7.5.4 Chain driven by approximately 6-tooth drop forged steel sprockets and approximately 1 1/4" alloy steel shaft mounted in anti-friction sealed bearings.
- 7.5.5 Conveyor to have adjustment provisions for at least 3" lateral takeup.
- 7.5.6 **The material composition of the adjustment mechanism shall be rust proof or rust resistant.**
- 7.5.7 Gear case to have approximately 20:1 reduction consisting of a hardened and polished worm; driving a cast bronze worm gear.
- 7.5.8 Approximate feedgate opening to be no less than 4" high x 8" wide and of the detented adjustable type to be located at the body rear in order to adjust flow of material to the spinner.

- 7.6 Distributor Spinner Assembly:
- 7.6.1 The distributor disc to be of urethane material and approximately 13" in diameter and equipped with four (4) fins designed to obtain a controlled spread of 4 feet to 20 feet.
- 7.6.2 Material is to be directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute equipped with a sealed bearing which supports the distributor disc driveshaft.
- 7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.**
- 7.6.4 The spinner assembly to be manufactured from 304 stainless steel.
- 7.7 Baffles:
- 7.7.1 Baffles to be provided to control direction and width of spread. To have four (4) baffle sections
- 7.7.2 Baffle sections to be easily adjusted to desired position, from full down to horizontal, without use of tools .
- 7.8 Power Drive and Controls:
- 7.8.1 Auxiliary engine drive will be mounted on rear and shall power both the conveyor and distributor spinner assembly.**
- 7.8.2 Engine to be air cooled four (4) cycle, **10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.**
- 7.8.3 Throttle to be electronically controlled from "in cab" controls.
- 7.8.4 Engine shall have manufacturer's heavy duty electric clutch with "in cab" control.**
- 7.8.5 Twelve (12) volt electric starter-alternator with control panel for "in cab" starting and stopping of engine to be provided.
- 7.8.6 Engine to be fully enclosed and provide easy access for service.
- 7.8.7 Manufacturer's heavy duty 12 volt battery and battery case to be provided
- 7.8.8 Additional two (2) gallon fuel tank to be provided.
- 7.9 Screen Over Hopper:
- 7.9.1 A flat screen with approximately 3/8" rod x 2" openings to be provided to prevent oversize material from entering hopper during filling.

7.9.2 Mounting: Manufacturers heaviest duty chain with turn buckle or load binders hold-downs to be provided with all necessary mounting hardware for proposed model.

7.10 **Paint:** All metal that is not 304 stainless shall have the mill scale removed and the surface chemically cleaned in preparation of rust preventative primer and manufacturers standard top coat paint. All painting shall be in conjunction with good commercial practice.

7.11 Vendor must certify that spreader offered will comply with "Occupational Safety and Health Act of 1970" and subsequent amendments.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 011-1-H

2.3 CUBIC YARD STRUCK CAPACITY DEMOUNTABLE ABRASIVE
AND CHEMICAL SPREADER (SELF CONTAINED)

NOTE TO BIDDER: Procurement Specification No. 011-1-H, 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.: 709EC001

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: 63 YRS.

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

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

X4.2 DELIVERY:

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

X4.2.2 Delivery date of balance of completed units: 60 Calendar Days After Receipt of
Purchase Agreement

NOTE: Vendor should type Bidder's Evaluation Report

Bidder's Evaluation Report available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Prices for units:

| | | |
|-------------|-------------------|----------|
| 1-10 | <u>\$ 4849.00</u> | per unit |
| 11-20 | <u>4849.00</u> | per unit |
| 21-50 | <u>4849.00</u> | per unit |
| 51 and over | <u>4849.00</u> | per unit |

X6.0 SPECIFICATIONS - GENERAL

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

Loughberry Mfg. Corp, Highlander Jr. HL-GECCEL - 2008

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

If not, why? _____

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

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

| | | |
|--------|--------------|---------------|
| BELTS: | DESCRIPTION: | PART NUMBERS: |
| | _____ | _____ |
| | _____ | _____ |

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

| | | |
|---|--------------------------|--------------------------|
| BATTERY MAKE: _____ | MODEL: _____ | CCA: _____ |
| TOP OR SIDE POST: _____ | DIMENSIONS: LENGTH _____ | WIDTH _____ HEIGHT _____ |
| SPARK PLUGS OR FUEL INJECTORS MAKE: _____ | PART # _____ | |
| FUEL PUMP OR INJECTION PUMP MAKE: _____ | MODEL: _____ | |
| ALTERNATOR MAKE: _____ | PART #: _____ | |
| STARTER MAKE: _____ | PART #: _____ | |
| TURBO CHARGER MAKE: _____ | PART #: _____ | |
| TRANS. MAKE: _____ | MODEL: _____ | AUTO/MANUAL: _____ |
| HYDRAULIC PUMP MAKE: _____ | MODEL: _____ | |

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame 3-5 working days

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? YES ___ NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES ___ NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES ___ NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications YES ___ NO

Is warranty literature attached? YES ___ NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included? YES ___ NO

Describe:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

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

See Attached Warranty

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

All warranty work will be performed at either a DOH facility or Logan Corp.
We Have two facilities in WV: ① Clarksburg, WV
② Nitro, WV

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

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

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: 0 % discount
- B. Terms: Net 60 Manufacturer's published list price less: 0 % discount
- C. Terms: Net 90 Manufacturer's published list price less: 0 % discount

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

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

- A. Shop Rate \$ 84.00 per mechanic hour
- B. Travel Time Charge \$ 84.00 per mechanic hour
(Specify if one-way) ✓; port to port ✓
- C. Mileage Charge \$ 2.00 per vehicle mile
(Specify if one-way) ✓; port to port ✓
- D. Field Mechanic Rate \$ 84.00 per mechanic hour
- E. Specify period of time that prices are in effect: Nov 08 - Nov 09
- F. Surcharge for miscellaneous items: 5 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: Loughberry Mfg. Corp

Model: HL-GECEL-JR-8-V1

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

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

X7.3 Is the unit capable of uniformly spreading sand, cinders, salt, calcium chloride, or other mixtures up to a width of 20 feet? YES NO

X7.4 Body:

X7.4.1 Is the body all-welded 304 stainless steel construction? YES NO

X7.4.2 Capacity Struck: 2.46 Cubic Yards

X7.4.3 Hopper length: 8 Feet 0 Inches

- X7.4.4 Overall height: _____ Feet 41 Inches
- X7.4.5 Inside width: _____ Feet 48 Inches @ Top
- X7.4.6 Are body sides sloped at approximately 45° pitch to insure free flow of materials to the conveyor? YES _____ NO
- X7.4.7 Gauge of steel body sides and end-gates is 12 gauge 304 stainless steel and support sills constructed of 12 gauge steel and fully welded YES _____ NO
- X7.4.7.1 Body end-gates are constructed of 12 gauge 304 stainless steel.
- X7.4.8 Is top of body angle formed for additional support YES _____ NO
- X7.4.9 Are cross supports provided with one (1) at balance point with "lift eye" for easy removal of unit from truck bed? YES _____ NO
- X7.4.10 Is there a protective inverted V conveyor shield made of 304 stainless steel and allows for vertical height adjustment (Non-Adjustable) YES _____ NO
- X7.4.11 Is all necessary hardware stainless steel YES _____ NO
- X7.5 Conveyor:
- X7.5.1 Is the conveyor located in bottom of hopper and capable of engaging material along its full length and moving material to rear adjustable metering gate? YES _____ NO
- X7.5.2 Is conveyor of chain bar flight construction self-cleaning consisting of two (2) heat treated all steel pintle-type parallel chains with cross bars on nine inch (9") centers _____ YES NO
Specify cross bar dimensions _____ inches x _____ inches Chevron Style Chain
- X7.5.3 Overall width of chain conveyor: 15 inches
- X7.5.4 Is chain driven by approximately 6-tooth drop forged steel sprocket? _____ YES NO (8 tooth)
And approximately 1 1/4" alloy shaft mounted in anti-friction sealed bearings YES _____ NO
If not, specify: _____
- X7.5.5 Does forward end of conveyor have adjustment provisions for at least 3" lateral takeup? YES _____ NO
- X7.5.6 Is material composition of adjustment mechanism rust proof? YES _____ NO
- X7.5.7 Does the reduction gear box provide a 20:1 ratio? YES _____ NO
- X7.5.8 Feedgate opening height and width: 11 1/2 inches high x 6 1/2 inches wide

~~X7.6~~ Distributor Spinner Assembly:

X7.6.1 Distributor disc material Poly Disc diameter 14 inches

X7.6.1.1 Number of fins: 4; constructed of Poly

X7.6.1.2 Are fins designed to obtain a controlled spread of material from 4 feet to 20 feet?
X YES NO

X7.6.2 Is material directed from conveyor end to distributor disc by means of an adjustable material flow enclosed chute?
 YES X NO

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided?
X YES NO

X7.6.4 Is the spinner assembly manufactured from 304 stainless steel? X YES NO

X7.7 Baffles:

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

X7.7.1.1 Are there four (4) sections X YES NO

X7.7.2 Are sections easily adjusted from the full down to the horizontal position without use of tools?
Deflector frame is adjustable vertically only! YES X NO

X7.8. Power Drive:

X7.8.1 Is auxiliary engine mounted at rear of unit to power both conveyor gear box and spinner assembly?
 YES X NO

X7.8.2 Specify engine manufacturer: Briggs & Stratton

Is it air cooled four (4) cycle X YES NO

HP: 11 industrial/commercial type with positive gear driven internal lubrication and integral fuel pump X YES NO

X7.8.3 Is throttle electrically controlled with "in cab" controls? X YES NO

X7.8.4 Is clutch manufacturer's heavy duty electric controlled with "in cab" controls?
X YES NO

X7.8.5 Is 12 volt electric starter-alternator with control panel for "in cab" start and stop of engine provided?
X YES NO

X7.8.6 Is engine fully enclosed and provisions made for easy access for service?
X YES NO

X7.8.7 Are manufacturers heavy duty 12 volt battery and battery case provided? YES X NO
No battery case

X7.8.8 Is there an additional two (2) gallon fuel tank provided YES X NO

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: _____

Logan Corporation

Authorized Signature: _____

Joseph M. Swallow

Date: _____

9/29/08



CLARKSBURG
212 NORTH OHIO AVENUE
P. O. BOX 1700
CLARKSBURG, WV 26302
PHONE: (304) 623-5670
1-800-473-0110
FAX: (304) 623-5676
www.logancorp.com

"Exceptions to Specifications"

- X7.5.2 - Chain is self-cleaning, but is a chevron style chain.
- X7.5.4 - Chain is driven by approximately 8-tooth sprocket.
(State is asking for a 6-tooth sprocket.)
- X.7.6.2 - Chute is not enclosed (Please see pictures Attached.)
Next page
- X7.7.2 - Deflector frame is adjustable vertically only.
- X7.8.7 - No battery case
- X7.8.8 - No additional two gallon fuel tank.

Attached you will find some pictures of our chute assembly. As you will see its an offset chute. The chute is constructed of stainless steel and the entire spinner assembly can be easily removed without tools and can be adjustable without any tools. The offset design also allows to direct material more towards the center of the road for less waste. Here would be our spec for the chute:

DISTRIBUTOR ASSEMBLY:

Spread direction, shall be controlled by a movable stainless steel chute that guides material to the spinner disc. Chute shall be positioned in one of six calibrated positions.

Chute shall be easily removed for flat storage or stock piling without the use of tools. Material spreader disc shall be poly, 14" in diameter, with four (4) formed directional vanes.

The 3/4" diameter spinner shaft shall be driven directly through a cushioned jaw type coupling mounted on the conveyor gearbox to prevent any damage from impact to the spinner disc.

A sealed, self-aligning ball bearing mounted to a sturdy strut shall support spinner shaft. A deflector hood assembly with telescopic adjustment shall be provided.

The entire spinner assembly shall be removable for safe travel to the job site, for stockpiling and for flat storage.

X7.6.2.







Limited Warranty

Loughberry Mfg. Corp. warrants all products manufactured by it to be free from defects in material and manufactured at the time of shipment and for twelve (24) months from date of delivery to customer.

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

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

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

Limitation of Liability

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

WV DOH - 2008

we follow nature

HYDRAULIC
OR GAS

HIGHLANDER® JUNIOR

TARCO®



SNOW & ICE CONTROL SPREADERS

A full line designed for a variety of truck sizes.

FEATURES

HIGHLANDER® JUNIOR

Highlander® Junior material spreaders, manufactured by Loughberry Mfg. Corp., are quality engineered and built to handle deicing and snow control materials for driveways, roads and parking lots. This model is available with either gas or hydraulic power units to fit a variety of truck sizes and features an efficient spread pattern, saving time and money.

The Highlander® Junior is manufactured to the same high Loughberry quality specifications, as all other TARCO® brands. Standard features include a removable spinner assembly, heavy duty top screens, one piece hopper construction and our unique Chevron Conveyor Chain System.

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

POWER UNITS

Gas

This unit has a Briggs & Stratton 11.5 horse-power I/C air-cooled engine with an electric clutch. The engine has an electric throttle, electric start, choke and stop controls for cab installation. The engine and battery are enclosed by a vented steel enclosure. A manual pull start is supplied as an alternative starting method.

Hydraulic

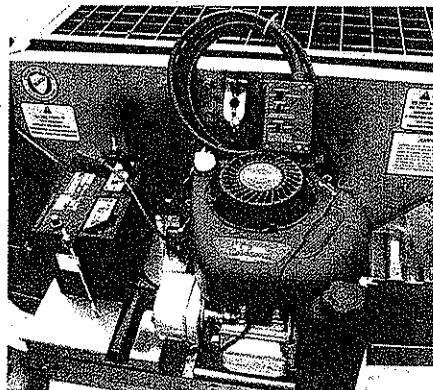
Model HY A single hydraulic motor is coupled to the 20:1 gearbox to drive the conveyor chain and spinner motor. Hydraulic hoses and quick couplers are supplied to reach the rear of the truck. The vehicle must be equipped with a hydraulic system capable of producing 8 GPM at 1000 RPM.

Model HY2 This unit has a dual hydraulic motor drive to allow independent spinner and conveyor speed. One hydraulic motor is coupled to the gearbox to drive the conveyor chain and another hydraulic motor is coupled to the spinner disc. Hydraulic hoses and quick couplers are supplied to reach the rear of the truck. The vehicle must be equipped with a hydraulic system capable of producing 12 GPM at 1000 RPM.

HOPPER BODY CONSTRUCTION

The hopper body is fully welded 14 gauge steel (optional 300 series stainless steel). The

hopper sides and conveyor are formed with one sheet of steel to eliminate the potential for rust at horizontal welded seams, which adds to spreader life. Hopper side supports (gussets) rest on 2" channel cross sills to help support the sides and provides a stable platform for truck mounting. Four (4) nylon hold down straps are supplied with the unit. The hopper top edge is channel formed for strength with the sides sloped at 45° to insure free flow of material. A fully adjustable rear flow gate, four corner lift loops and heavy duty top screens are standard. Steel units are properly cleaned and primed before yellow enamel paint is electrostatically applied. As an option, your choice of finish color may be specified in place of yellow. Stainless steel units are left unpainted.

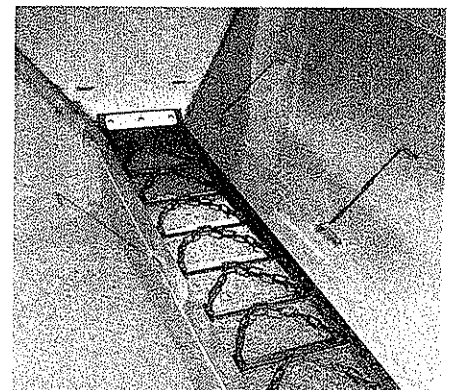


Gas Engine and Cab Controls

Equipped with a standard 11.5 HP Briggs & Stratton engine that is fully enclosed to provide protection during loading and operation. In cab controls provide operational controls for ignition, choke, electric throttle and electric clutch.

CHEVRON CONVEYOR

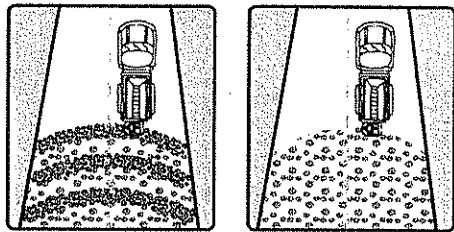
The Chevron Conveyor System's unique design provides a constant feed of material to the spinner disc regardless of the conveyor speed. The conveyor system is 15" wide to eliminate material bridging. Conveyor chain side links are protected by chain aprons. The conveyor chain has an adjustable spring loaded idler roller with over 3" of travel. This reduces wear and tear on the conveyor chain. A 10-gauge steel replaceable conveyor wear plate supports the underside of the conveyor. A 20:1 right angle gearbox drives the conveyor chain. The drive sprockets are cast iron with 8 teeth, keyed and set screwed to the 1-1/4" diameter gearbox drive shaft. Both the conveyor drive shaft and idler shaft are supported by grease able flange bearings. The Chevron System is the best in the business.



Chevron Conveyor System

The Chevron Conveyor is 15" wide to eliminate material bridging. Tensile strength – 21,000 lbs. The Chevron Conveyor System's bar and chain construction continuously feeds material to the spinner disc for an even spread pattern.

OPTIONS

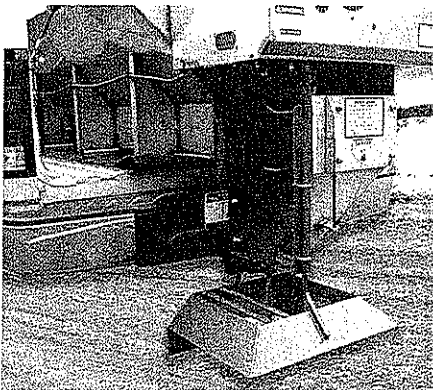


Chevron Spread Pattern

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

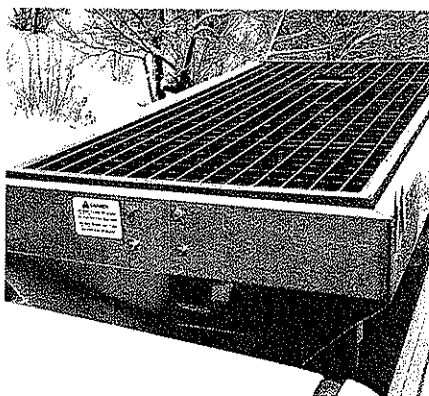
SPINNER ASSEMBLY

A 14" diameter polyurethane spinner disc with 4 vanes is provided. Spread pattern is controlled by adjusting the angle of the stainless steel discharge chute (requires no tools). A deflector assembly surrounds the spinner disc for a low angle spread pattern. The entire spinner assembly is quickly detachable for storage or travel between jobs by removing four (4) T-bolts by hand.



Spinner Assembly

Spinner assembly is easily removed between storms or for flat storage in summer. No tools required.



Top Screen

Heavy duty top screens are constructed of 1/4" diameter rods welded to 1/8" x 1" bars on edge to form 2-1/2" square openings. Single point lift loop at balance point on Highlander®, JR. 7' and 8' models is optional.

• Honda 11 HP Engine

• Dump Body Hold Down Equipment

• Conveyor Bridge

• Built-in Hopper Extensions

• Trailer with Lights and Fenders

• Stainless Steel Construction

• 12-Gauge Steel Hopper Construction

• Special Paint

• Polished Stainless Steel

• Extended Spinner Assembly

Loughberry Mfg. Corp.
manufactures a variety of:

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

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

we follow nature

HIGHLANDER[®] JUNIOR

SPECIFICATIONS

| Model | HL-JR-7 | HL-JR-8 | HL-JR-9 | HL-JR-10 |
|---|----------|----------|-----------|-----------|
| Hopper Length | 80" | 92" | 108" | 120" |
| Hopper Height | 35" | 35" | 35" | 35" |
| Hopper Width | 48" | 48" | 48" | 48" |
| Overall Length | 104" | 116" | 132" | 148" |
| Capacity (Cubic Yards Level) | 1.5 | 1.86 | 2.35 | 2.7 |
| Capacity with Optional 6" Hopper Extensions | 2.0 | 2.46 | 3.0 | 3.45 |
| Weight with Screens (Optional) and GECEL | 880 lb. | 940 lb. | 1,050 lb. | 1,110 lb. |
| Hopper Construction | 14 GA | 14 GA | 14 GA | 14 GA |
| Number of Hopper Side Supports (Per Side) | 3 | 3 | 4 | 4 |
| Chevron Conveyor Chain- 15" Wide | Standard | Standard | Standard | Standard |
| Conveyor Bridge | Optional | Optional | Standard | Standard |
| Top Screen(s) Optional | 1 Flat | 1 Flat | 2 Flat | 2 Flat |
| Single Center Lift Point | Optional | Optional | NA | NA |

Other sizes and dimensions are available upon request.

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

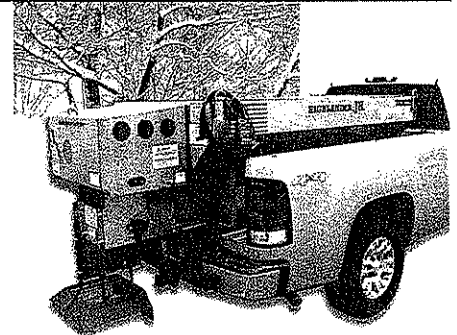
1 cubic yard dry salt: 2200 lbs & 1 cubic yard wet sand: 3300 lbs.

Shown on brochure cover: Model HL-GECEL-JR-8 Highlander[®], JR., gasoline-powered material spreader with a capacity of 1.86 cubic yards.

Distributed By:



Clarksburg
212 N. Ohio Avenue
Rt. 2 Box 924
Clarksburg, WV 26301
Phone: (304) 623-5670
1-800-473-0110
Fax: (304) 623-5676



Manufactured By:



LOUGHBERRY MFG. CORP.

Supplier to Industry and Government Since 1883

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

we follow nature

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

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



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

Request for Quotation

RFQ NUMBER
 709EC001

PAGE
 1

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|---------------|---------------|---------------|
| 08/28/2008 | Net 30 | Motor Freight | Buckhamon, WV | Pre Paid |

BID OPENING DATE: 09/10/2008 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: 09/03/08 AT 1:30 P.M. | | | | | | |
| TO: 09/10/08 AT 1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | 1 | EA | | 765-66 | | |
| DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER | | | | | | |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph M. Swartz</i> | TELEPHONE 304-623-5670 | DATE 9/29/08 |
| TITLE Territory Mgr. | FEIN 55-0219530 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**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

SIGN IN SHEET

RFQ # 70956001
Date: 09/03/08

- | Firm & Representative Name: | Mailing Address: | Phone, Fax, & E-Mail: |
|--|---|---|
| 1. <u>WV TRACTOR</u> <u>GARY GRADY</u> | <u>P.O. BOX 473</u> <u>CHARLESTON WV</u> <u>25322</u> | P <u>346-5301</u> F <u>346-5305</u> E-mail <u>WVtractor@msn.com</u> |
| 2. <u>MIDDLETOWN TRACTOR</u> <u>Phillip R. Cottrill</u> | <u>2375 Whitehall Blvd.</u> <u>Fairmont, WV. 26554</u> | P <u>366-4690</u> F <u>366-4698</u> E-mail <u>MIDDLETOWNTRACTOR.COM</u> |
| 3. <u>Angie McOrman</u> | <u>DOH</u> | P _____ F _____ E-mail _____ |
| 4. <u>Ron Sparks</u> <u>LOGAN CORP.</u> | <u>20 McJunkin Rd.</u> <u>NITRO, W.VA.</u> | P <u>759-4837</u> F <u>759-4828</u> E-mail <u>Rsparks@LoganCorp.C</u> |
| 5. <u>L.H. Jones Equipment</u> <u>Jim Shingleton</u> | <u>1825 Earl L. Coxe</u> <u>Morgantown WV</u> | P <u>304-292-1307</u> F <u>304-291-6641</u> E-mail <u>jshingleton@lhjears</u> |

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Patty Stone
Eqpt. Div.

DOH

P _____

F _____

E-mail _____

2. Don Weese
Eqpt. Div.

DOH

P _____

F _____

E-mail _____

3. Marcia Lee
Equip. Div.

DOH

P 473-5501

F 473-4206

E-mail _____

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!



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 |
| 709EC001 |

| |
|------|
| PAGE |
| 1 |

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

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

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 09/04/2008 | | | | |

BID OPENING DATE: **09/17/2008** 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: 09/10/08 AT 1:30 P.M. | | | | | | |
| TO: 09/17/08 AT 1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | 1 | EA | | 765-66 | | |
| DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER | | | | | | |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph M. ...</i> | TELEPHONE 304-623-5670 | DATE 9/29/08 |
| TITLE Territory Mgr. | FEIN 55-0219530 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

SIGN IN SHEET

RFQ # 7096001

Date: 09/23/08

- | Firm & Representative Name: | Mailing Address: | Phone, Fax, & E-Mail: |
|--|---|---|
| 1. <u>WV TRACTOR</u> <u>GARY GRADY</u> <u>709043751</u> | <u>P.O. BOX 473</u> <u>CHARLESTON WV</u> <u>25322</u> | P <u>346-5301</u> F <u>346-5305</u> E-mail <u>wvtractor@msn.com</u> |
| 2. <u>MIDDLETOWN TRACTOR</u> <u>Phillip A. Cottrill</u> | <u>245 Whitehall Blvd.</u> <u>Fairmont, WV. 26554</u> | P <u>366-4690</u> F <u>366-4698</u> E-mail <u>MIDDLETOWNTRACTOR.COM</u> |
| 3. <u>Angie Moorman</u> <u>709039033</u> <u>709039033-01</u> | <u>DOH</u> | P _____ F _____ E-mail _____ |
| 4. <u>RON SPARKS</u> <u>LOGAN CORP.</u> | <u>20 McJUNKIN Rd.</u> <u>NITRO, W.VA.</u> | P <u>759-4837</u> F <u>759-4828</u> E-mail <u>Rsparks@LoganCorp.co</u> |
| 5. <u>L.H. Jones Equipment</u> <u>Jim Shingleton</u> | <u>1825 Earl L. Coxe</u> <u>Morgantown WV</u> | P <u>304-292-1307</u> F <u>304-292-6641</u> E-mail <u>jshingleton@lhjears</u> |

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. Patty Stone
Eqpt. Div.

DO#

P _____

F _____

E-mail _____

2. Don Weese
Eqpt. Div.

DO#

P _____

F _____

E-mail _____

3. Marcia Lee
Equip. Div.

DO#

P 473-5501

F 473-4206

E-mail _____

4. _____

P _____

F _____

E-mail _____

5. _____

P _____

F _____

E-mail _____

Please print or write legibly!

Your fax # is essential to contact you timely!



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
 709EC001

PAGE
 1

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

*709035033 01 304-623-5670

LOGAN CORPORATION
 ROUTE 2 BOX 924

CLARKSBURG WV 26301

V
E
N
D
O
R

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION

ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV

26201 304-472-1750

S
H
I
P
T
O

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/12/2008 | | | | |

BID OPENING DATE: 09/24/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ADDENDUM NO. 3 | | | | | | |
| CHANGES TO THE SPECIFICATIONS ATTACHED | | | | | | |
| BID OPENING DATE AND TIME CHANGED | | | | | | |
| FROM: 09/17/08 AT 1:30 P.M. | | | | | | |
| TO: 09/24/08 AT 1:30 P.M. | | | | | | |
| THE ATTACHED REVISED VENDOR PREFERENCE CERTIFICATE REPLACES THE PREVIOUS VENDOR PREFERENCE CERTIFICATE IN THE REQUEST FOR QUOTATION. | | | | | | |
| NO OTHER CHANGES. | | | | | | |
| 0001 | 1 | EA | | 765-66 | | |
| DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER | | | | | | |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph M. Swald</i> | TELEPHONE 304-623-5670 | DATE 9/29/08 |
| TITLE Territory Mgr. | FEIN 55-0219530 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**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

ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO SPECIFICATIONS:

FROM:

4.2 DELIVERY – 2nd Paragraph 2nd Sentence

Delivery is preferred within 45 days after receipt of purchase agreement.

TO:

4.2 DELIVERY – 2nd Paragraph 2nd Sentence

Delivery is preferred within 60 days after receipt of purchase agreement.

FROM:

4.2 DELIVERY – 3rd Paragraph

A completed pilot model for inspection must be provided within 60 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY – 3rd Paragraph

A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.

LEAVE AS WRITTEN:

7.4.1 The body is to be of all welded 304 stainless steel construction

FROM:

7.4.2 The struck capacity 2.3 cubic yards minimum

TO:

7.4.2 The struck capacity 2.3 cubic yards minimum. (Accept L.H. Jones request for side extensions)

LEAVE AS WRITTEN:

7.4.4 Overall height to be approximately 34 inches

FROM:

7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided.

TO:

7.6.3 An 18 inch chute and 26 inch below the mounting surface spinner extension shall be provided. (Accept Middletown's 24.296 inch)

FROM:

7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump.

TO:

7.8.2 Engine to be air cooled four (4) cycle, 10.5 HP minimum industrial/commercial type with positive gear driven internal lubrication and integral fuel pump. (Due to new emissions, probably accept different engines with manufacturer's letters of equal emission engines.) (Accept Middletown's external vac fuel pump with a shut off valve in place of integral fuel pump.)

ADDENDUM #3

PREBID ISSUES OF CONCERN

709EC001

2.3 CUBIC YARD STRUCK CAPACITY
DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER

CHANGES TO BIDDER'S EVALUATION REPORT:

X4.2 DELIVERY (NO CHANGE REQUIRED)

X4.2.1 Delivery date of completed representative unit: 45 calendar days after receipt of purchase agreement

X7.4.2 Delivery date of balance of completed units: 60 calendar days after receipt of purchase agreement

NO CHANGE REQUIRED

X7.4.1 Is the body all welded 304 stainless steel construction? YES NO

FROM:

X7.4.2 Capacity struck: _____ cubic yards

TO:

X7.4.2 Capacity struck: 2.46 cubic yards
(L.H. Jones side extensions YES NO)

NO CHANGE REQUIRED

X7.4.4 Overall height: _____ feet 41 inches

FROM:

X7.5.6 Is material composition of adjustment mechanism rust proof YES NO

TO:

X7.5.6 Is material composition of adjustment mechanism rust proof or rust resistant YES NO

FROM:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided YES NO

TO:

X7.6.3 Is an 18 inch chute and 26 inch below the mounting surface spinner extension provided (Middletown 24.296 inch YES NO YES NO

FROM:

X7.8.2 Specify engine manufacturer: _____
Is it air cooled four (4) cycle YES NO
HP: _____ industrial/commercial type with positive gear driven internal lubrication and integral fuel pump YES NO

TO:

X7.8.2 Specify engine manufacturer: Briggs & Stratton
Is it air cooled four (4) cycle YES NO
HP: 11 industrial/commercial type with positive gear driven internal lubrication and integral fuel pump YES NO
(Have you supplied manufacturer's letter of equal emission engine YES NO)
(Middletown – external vac fuel pump with a shut off valve in place of integral fuel pump YES NO)



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 709EC001 |

| |
|------|
| PAGE |
| 1 |

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

VENDOR

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

 CLARKSBURG WV 26301

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/22/2008 | | | | |

BID OPENING DATE: 09/29/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|--|------------|--------|
| | | | | ADDENDUM NO. 4 | | |
| | | | | BID OPENING DATE AND TIME CHANGED | | |
| | | | | FROM: 09/24/08 AT 1:30 P.M | | |
| | | | | TO: 09/29/08 AT 1:30 P.M. | | |
| | | | | NO OTHER CHANGES. | | |
| 0001 | 1 | EA | | 765-66 | | |
| | | | | DEMOUNTABLE ABRASIVE & CHEMICAL SPREADER | | |
| ***** THIS IS THE END OF RFQ 709EC001 ***** TOTAL: | | | | | | |

| | | | |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Joseph M. ...</i> | TELEPHONE 304-623-5670 | DATE 9/29/08 | |
| TITLE Territory Mgr. | FEIN 55-0219530 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

**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