



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 12 - Equip. Rental

Proc Folder: 605438

Doc Description: EQUIP LEASE/RENTAL WITHOUT OPERATOR 6620C009

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-14	2019-08-29 13:30:00	CRFQ 0803 DOT2000000022	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON
 US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

DJL Material & Supply, Inc.
 PO Box 5293
 Akron, OH 44334
 330-922-3630

RECEIVED

2019 AUG 23 AM 10:27

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X

FEIN #

34-1318958

DATE

August 19, 2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141702			

Extended Description :

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR PER EXHIBIT A PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-08-19

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 19, 2019 at 10:00 AM EST

Submit Questions to: Crystal Husted
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Husted@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Husted
SOLICITATION NO.: CRFQ DOT2000000022
BID OPENING DATE: August 29, 2019
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 29, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: ~~Initial Contract Term:~~ This Contract becomes effective on award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000-See below per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- ***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305**
- ***VENDOR SHOULD INCLUDE INSURANCE CERTIFICATE WITH BID**
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

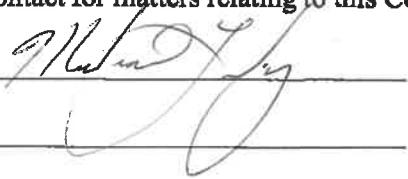
“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Leahy, President



(Name, Title)

Michael Leahy, President

(Printed Name and Title)

PO Box 5293, Akron, OH 44314

(Address)

330-922-3630 FAX: 330-922-8070

(Phone Number) / (Fax Number)

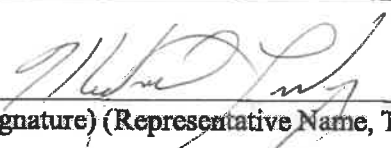
djlmaterial@yahoo.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DJL Material & Supply, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Michael T. Leahy, President

(Printed Name and Title of Authorized Representative)

August 19, 2019

(Date)

330-922-3630 FAX 310-922-8070

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

DJL Material & Supply, Inc.

Company

Authorized Signature

August 22, 2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide equipment for lease/rental from individuals and organizations, without Operator, for use at West Virginia Division of Highways' locations throughout the State of West Virginia.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified for lease/rental in Section III, Subsection 3.2 below.
 - 2.2 "Pricing Pages"** means the schedule of prices contained in wvOASIS or attached hereto as Exhibit A used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 "WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "ANSI"** used throughout this Solicitation means the American National Standards Institute. Reference: www.ansi.org.
 - 2.6 "OSHA"** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: www.osha.gov.
 - 2.7 "Lease/Rental"** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, without Operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
 - 2.8 "Contractor", "Vendor" or "Equipment Owner"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

- 2.9 “Standard Specs” used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.**

3. GENERAL REQUIREMENTS:

- 3.1. Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 102.6, except the second sentence of the first paragraph is deleted; 102.7, except numerals IV and V are deleted; 102.12, 102.13, 107, 108.8, 108.9, 109, 110 and all other related sections of the Standard Specs.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment A Standard Specifications Order Form and sent to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed on Exhibit A as a lease/rental Contract Item on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1 Equipment Offered, without Operator, for Lease/Rental:** The Vendor shall lease/rent equipment, without Operator, to the WVDOH per the day, week and/or month per Section 3.2.3.

3.2.1.1 Exhibit A, Pricing Page provides a description of each piece of equipment being requested for potential WVDOH lease/rental. Vendor should provide their proposed piece of equipment by listing the Manufacturer’s Name, Model Number and Serial Number, where applicable, as instructed in Section 4.2 of these specifications.

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 3.2.2 Mobilization:** To meet the immediate needs of the WVDOH, when a Vendor is required to deliver lease/rental equipment, Vendors shall deliver needed lease/rental equipment upon notice by the WVDOH, per Section 6.1 of these specifications, assembled and ready to operate to any location or locations as designated by the WVDOH on a Delivery Order. This may include weekends and/or holidays. Pricing for mobilization shall be bid per mile. Mobilization bid in any form other than cost per mile shall be grounds to disqualify the Vendor's bid. Vendor shall bid the cost of delivery of the leased/rented equipment for the first mile and the cost for any additional miles after the first mile.

Delivery/Mobilization fees shall be calculated and paid one-way only, by the WVDOH, from the Vendor's storage location to the WVDOH project site. When the Vendor has multiple projects, or the leased/rented equipment is traveling from one WVDOH location or project to project, additional miles will only be paid from project to project or from the Vendor's storage location to the project, whichever is less mileage. The WVDOH will provide the location for delivery of the leased/rented equipment to the Vendor on a Delivery Order.

The WVDOH will calculate the in-state delivery route mileage from the equipment owner's location of the leased/rented equipment to the WVDOH job site using the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH's District Office and the Central Office located in Charleston, WV. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH using "Google Maps" or a similar source for routing from the equipment owner's location of the leased/rented equipment to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

- 3.2.3 Lease/Rental Period:** Quoted rates for leased/rented equipment, without Operator, shall be for lease/rental days, weeks and/or months.

A lease/rental day is a day of agency possession of leased/rented equipment during which it is not down for four hours or more during the normal work period.

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

NOTE: Days on which a piece of leased/rented equipment is down for normal maintenance or repair for four hours or more during the normal work period shall be considered a day of downtime and shall not be considered a day of equipment lease/rental.

A lease/rental week is seven lease/rented days, including Saturdays, Sundays and Holidays.

A lease/rental month is thirty lease/rented days, including Saturdays, Sundays and Holidays.

The date of official receipt of leased/rented equipment by the WVDOH shall be considered the first day of lease/rental. The day immediately preceding the date on which leased/rented equipment is officially returned to the owner shall be considered the last day of lease.

A day or days used by the Vendor solely for travel to the site, set-up or breakdown of the leased/rented equipment shall not be considered as a lease/rental day.

3.2.4 Maintenance, Down Time and Risk of Loss:

3.2.4.1 Maintenance

3.2.4.1.1 Daily/Weekly Maintenance: At its own expense, the WVDOH shall provide fuel, oil and lubricants, according to the manufacturer and Vendor's requirement, necessary for the operation and use of the leased/rented equipment. For each piece of leased/rented equipment, upon delivery of the leased/rented equipment to the WVDOH or upon pickup by the WVDOH, the Vendor shall provide an operator's daily/weekly maintenance and operational checklist, according to the manufacturer and Vendor's requirement, of easily accessible components, such as, but not limited to, fluid levels and specifications, safety evaluation and visual inspection of equipment components which shall document the daily/weekly operational condition of the leased/rented equipment.

NOTE: The WVDOH does not dictate the requirements of the Vendors' daily/weekly checklist.

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

Any minor and/or major needed repairs discovered during the operator's daily/weekly inspection shall be noted on the maintenance and operational checklist. The WVDOH shall contact the Vendor before the leased/rented equipment is placed into service by the WVDOH.

3.2.4.1.2 Repair or Replacement Parts: The WVDOH shall reimburse the Vendor for the repair or replacement of any part of the leased/rented equipment which shall be destroyed, damaged or made inoperative because of ordinary negligence, abuse or improper operation by its personnel. The WVDOH shall not be responsible for any such replacement or repair caused by a defect existing in such leased/rented equipment at the time of delivery by the Vendor to the WVDOH or if the need for such repair or replacement resulted from normal usage.

3.2.4.2 Down Time: All leased/rented equipment inoperable due to the necessity of replacement of parts or repair of damage for a period greater than four hours shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH for the use of the leased/rented equipment for such periods unless "down time" is due to the negligence or lack of reasonable care by the WVDOH.

3.2.4.3 Risk of Loss, Damage, Destruction or Theft: While in the possession or under the control of the WVDOH, due to or caused by the ordinary negligence of the WVDOH or its personnel or by the failure of the WVDOH or its personnel to exercise ordinary care for the protection of such leased/rented equipment, the responsibility shall be borne by the WVDOH from and after the delivery of such leased/rented equipment by the Vendor to the location designated by the Delivery Order and its acceptance by the WVDOH according to Section 6.1.1 of these contract specifications and the terms and conditions hereinafter set forth. The WVDOH shall reimburse the Vendor for the repair or replacement of any part of said leased/rented equipment which shall become lost, stolen or damaged due to the failure of the WVDOH and its personnel to use ordinary care for the protection of such leased/rented equipment.

The Vendor shall be responsible for any loss, damage, destruction or theft, partial or complete, caused by a defect in such

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

leased/rented equipment existing at the time of delivery thereof by the Vendor to the WVDOH.

The total or partial loss of use or possession of any leased/rented equipment shall not abate any payments required to be made by the WVDOH to the Vendor if such loss of use or possession is caused by the ordinary negligence or the lack of ordinary care of such leased/rented equipment by the WVDOH or its personnel.

The leased/rented equipment shall be deemed a total loss due to its disappearance or if it has sustained physical damage and the estimated cost of repairs is determined to exceed 75% of the market value of such leased/rented equipment. If a claim is made by the Vendor against the WVDOH for the loss or damage to such leased/rented equipment, the Commissioner of the WVDOH shall review such claim and if after review the Commissioner shall determine that a sum of money is due the Vendor and acceptable to the Vendor, issue a requisition to the Auditor of the State of WV for the payment of such agreed sum to the Vendor. Reference WV Code §17-3-4.

<http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=17&art=3§ion=4#03>

If, prior to the payment of any claim to the Vendor by the WVDOH, the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation, any such sum of money shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. The same shall be with the Vendor. If the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation a sum of money after payment from the WVDOH has been received, the Vendor shall reimburse the WVDOH the amount received or such part received that equals the amount WVDOH has paid to the Vendor.

The Vendor may at its choice proceed to the WV Court of Claims as to any claim it may have against the WVDOH for such loss, damage, destruction or theft of said equipment.

3.2.4.4 Accident Inspection: If leased/rented equipment is damaged or requires repair because of a mechanical failure, prior to being placed back into service for use by the WVDOH, a thorough inspection shall be performed by the Vendor to ensure the mechanical function and safety condition of the unit. Damaged

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

leased/rented equipment such as, but not limited to, Aerial Bucket Truck, Aerial Platform Truck, Crane, Manlift and Underbridge Platform Inspection Units shall receive inspections and tests to be in full compliance meeting all manufacturer's, State and Federal rules and regulations before being placed back into service for use by the WVDOH.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a lease/rental price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items for lease/rental which meet all required specifications of this contract.

4.2 Pricing Pages and Information Attachment form:

4.2.1 Exhibit A, Pricing Pages: Vendors may bid any or all items on Exhibit A, Pricing Pages.

Vendors should submit their proposed pricing for each item bid as daily, weekly and/or monthly on the Pricing Pages. Proposed pricing submitted in any other format other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety. Proposed pricing for delivery fee rates are only acceptable per Section 3.2.2 of the contract specifications.

Vendors should submit a description of the proposed equipment for each item bid on the Pricing Page. This information should include the Manufacturer's Name, Model Number and Serial Number, where applicable.

Multiple pieces of equipment can be proposed/identified on one Pricing Page whether pricing is the same or varying prices.

The Pricing Pages contain a list of Contract Items. There is no estimated lease/rental volume available for any Contract Item. No future use of the Contract or any individual Contract Item is guaranteed or implied.

4.2.2 Information Attachment Form: The Information Attachment Form should identify the Vendor's Base Location and any other potential Base Locations where the leased/rented equipment may be delivered from, by the Vendor or picked up by the WVDOH. The Vendor should provide the

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

911 address or the most recent physical street address, city and state for each Base Location. If the Vendor fails to provide the Base Location(s) on the Information Attachment Form, the Vendor's bid may be disqualified.

The Vendor should complete the "Counties Bid" section on the Information Attachment Form by identifying the counties serviced. If the Vendor fails to indicate which County or Counties serviced, it will be assumed that the Vendor's bid is Statewide.

Failure to provide the requested information on the Information Attachment Form and the requested information on Exhibit A, Pricing Pages, for each item bid, may result in disqualification of award to the Vendor for an item or disqualification of the bid in its entirety.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an Excel electronic document. In most cases, the Vendor can request an electronic copy of Exhibit A, Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

- 4.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2018/2019 Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2018/2019 Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2018/2019 Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract to another contract.

5. ORDERING, INVOICING AND PAYMENT:

**REQUEST FOR QUOTATION
CRFQ DOT2000000022**

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

At the time of need, the selection method to determine the low-bid Vendor per project, the WVDOH will calculate the cost of leasing/renting the equipment plus the cost of delivery of the leased/rented equipment from the Vendor's base location to the WVDOH job site and award the Delivery Order to the Vendor who can furnish the leased/rented equipment at the least overall cost. The WVDOH shall record the Vendor's equipment serial number on the Delivery Order.

An example: Lease/Rental of an Aerial Bucket Truck for three days, at \$100.00/day with a 10-mile delivery at \$1.00/1st mile and \$.50/each additional mile. To calculate lease/rental: \$100.00/day x 3 days = \$300.00 for lease/rental of the equipment only. To calculate mobilization: \$1.00/1st mile plus \$.50/each additional mile x 9 miles = \$5.50 for mobilization of equipment only. Add \$300.00 for equipment and \$5.50 for mobilization for a total of \$305.50 lease/rental for three days.

Proximity of the leased/rented equipment to the WVDOH job site shall be a factor in determination of each Delivery Order. As explained in the preceding paragraphs, the Delivery Order will be issued to the lowest awarded Vendor; however, it is understood between the WVDOH and all awarded Vendors, if the low awarded Vendor for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest awarded Vendor. If a Vendor cannot be found to perform the duties and obligations under this contract, the Delivery Order may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

NOTE: Due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need, the WVDOH shall have the option of picking up the leased/rented equipment from a Vendor's base location. If the WVDOH chooses the pickup option, the Vendor's cost of delivery is not calculated into the cost.

5.2 Invoicing:

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

- 5.2.1** Invoicing shall be at a minimum of no less than one lease/rental day. Equipment lease/rented for one lease/rental day shall equal four or more hours as described in Section 3.2.3 of this contract.
- 5.2.2** Equipment leased/rented for one lease/rental week shall be invoiced at the weekly lease/rental rate or the number of lease/rental days times the daily lease/rental rate, whichever is less.
- 5.2.3** Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the monthly lease/rental rate or the number of lease/rental weeks times the weekly lease/rental rate including any period less than a multiple of seven days, whichever is less.
- 5.2.4** Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, each day more than the multiple shall be evaluated as one-thirtieth of a lease/rental month.
- 5.2.5** An invoice submitted to the WVDOH shall include the following:
- a) The beginning date and the date on which invoice period ends.
 - b) The number of lease/rental days in the invoicing period.
 - c) The number of lease/rental equipment downtime days in the invoicing period.
 - d) The make, model and serial number of the leased/rented equipment being invoiced as identified on the Vendor's contract.
 - e) The total owed to the Vendor and the method of calculation.

NOTE 1: The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is leasing/renting the equipment.

NOTE 2: The period of need for leased/rented equipment as specified on the Delivery Order is only an estimate of need and shall not be used for invoicing purposes. Payment shall only be made for actual leased/rented days.

- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

institution, to process payment for goods and services. **The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.**

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 24 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received.

6.1.1 Acceptance, Beginning of Lease/Rental Period: Upon delivery of the leased/rented equipment by the Vendor to the location described in the Delivery Order, the WVDOH shall test and inspect the leased/rented equipment. If such leased/rented equipment is found to be in good order, the WVDOH shall accept the leased/rented equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such leased/rented equipment shall be deemed to have been delivered to and accepted by the WVDOH on the date specified in such acknowledgement and the term of the Delivery Order and this contract shall be deemed to begin on that date.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery or emergency delivery shall be as per Section 3.2.2 of the contract specifications. Vendor shall include the cost of standard order delivery charges as directed in Section 3.2.2 of the contract specifications.

6.4 Return of Equipment: Upon the completion of the project, the WVDOH will return the leased/rented equipment, at its expense to the Vendor at the original location at which such equipment was delivered to the WVDOH. The equipment must be washed and clean upon return to the vendor.

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of leased/rented equipment that was not awarded on this contract, the Contract Items shall be returned to Vendor at

**REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)**

Vendor's expense and with no restocking charge. Vendor shall either plan for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease/rental price, at the Agency's discretion.

- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a lease/rental condition.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default:
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for inspecting the lease/rented equipment.
- 8.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 8.5 Insurance:** The WVDOH is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.
- 8.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager: Michael Leahy
Telephone Number: 330-922-3630

REQUEST FOR QUOTATION
CRFQ DOT2000000022
Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

Fax Number: 330-922-8070

Email Address: djlmaterial@yahoo.com

Equipment Rental WITHOUT Operator

Information Attachment Form

Vendor Name: DJL Material & Supply, Inc.

Base Location:

The Vendor shall identify the base location and any other potential base locations where the equipment bid may be delivered by the Vendor or picked up by the WVDOH. The Vendor shall provide the 911 address or the most recent **physical street address, city and state for the base location(s)**. **If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified.** If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	
	DJL Material & Supply, Inc.
	4361 State Road
	Peninsula, OH 44264
Vendor Base Location:	
Vendor Base Location:	

Counties Bid:

Vendor shall indicate the area which he wishes to lease/rent equipment to the WVDOH by placing an "X" or "√" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be assumed that the Vendor's bid is for Statewide.

X	STATEWIDE			
	Barbour		Kanawha	Pocahontas
	Berkeley		Lewis	Preston
	Boone		Lincoln	Putnam
	Braxton		Logan	Raleigh
	Brooke		McDowell	Randolph
	Cabell		Marion	Ritchie
	Calhoun		Marshall	Roane
	Clay		Mason	Summers
	Doddridge		Mercer	Taylor
	Fayette		Mineral	Tucker
	Gilmer		Mingo	Tyler
	Grant		Monongalia	Upshur
	Greenbrier		Monroe	Wayne
	Hampshire		Morgan	Webster
	Hancock		Nicholas	Wetzel
	Hardy		Ohio	Wirt
	Harrison		Pendleton	Wood
	Jackson		Pleasants	Wyoming
	Jefferson			

Equipment Description (WITHOUT Operator)		Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position								
AERIAL PLATFORM LIFT 80 foot lift minimum								
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' reach Min. 360 degree boom rotation @ level position								
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom rotation @ level position								
AERIAL PLATFORM TRUCK Elliott Model G50 or similar								
AERIAL PLATFORM TRUCK Elliott Model L55 or similar								
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 45 ft working ht min. 1 1/2 man bucket min. insulated articulating boom. Boom rotation at level position Versalift SST-40-EIH or similar. NO CDL Required								
AERIAL BUCKET TRUCK Highway Rated TRK. MTD Versalift SST-40 EIH or similar 50' Reach Min. 43.5' Radius 10 ft max outrigger spread. 360 degree boom rotation at level position. 1,000 lb min material handling capability.NO CDL Required								
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 55 ft working ht min. Rear mounted Turret. Versalift VST-47-1 or similar								
AERIAL PLATFORM LIFT 80 foot lift minimum								
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position								
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom rotation @ level position								
AERIAL PLATFORM TRUCK Elliott Model G50 or similar								
AERIAL PLATFORM TRUCK Elliott Model L55 or similar								
AERIAL PLATFORM TRUCK Elliott Model L55-R or similar 55 ft boom length min. Rear mounted turret								
ARROW BOARDS 4' x 8' panel 15 lamp								
ASPHALT DISTRIBUTOR Trk. Mtd. w/spray bar								
ASPHALT RECYCLER KM T-2 or similar								
ASPHALT RECYCLER Self Loading - Stepp SRM 10x120 or similar								
ASPHALT RECYCLING ATTACHMENT								

Exhibit A	Vendor Name:						
	Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile Add. Mi.
	Endloader bucket - mounted, asphalt grinder/recycle attachmt, min 185 hp 8,500 lb. wt. capable of grinding and remixing up to 12" deep and 48" wide pavement and base						
	ASPHALT REMOVAL/RECYCLER Benedetti or similar						
	ATTENUATOR - Trailer Mounted must meet NCHRP 350 TL-3						
	AUGER 18"-24"						
	AUGER 18"-24" Core Barrel						
	AUGER Trak Mounted 35,000 Ft lb min.						
	AUGER Terex Telelect Commander 6000 Digger, 33,520 lb Capacity, 3 Sections/ 61 Ft Reach or similar						
	AUGER Truck Mounted Digger Derrick 35,000 lb GVW, Rear Mounted Altec D947-TR or similar						
	BACKHOE CRAWLER TRACKHOE or similar with drill rig attachment for the boom						
	BACKHOE LOADER Rubber Tired 55-85 DHP						
	BACKHOE LOADER WITH HYDRAULIC BREAKER Mid. Hyd. Breaker 55-85 DHP D						
	BACKHOE LOADER WITH HYDRAULIC BREAKER Mid. Air Breaker 1,000 ft./lbs. min.						
	BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"						
	BACKHOE LOADER TRACTOR - Mini 25-30 HP Standard Stick 12' Backhoe Bucket - T7 or similar						
	BASE WIDENER SP Shoulder Stone						
	BOX DELIVERY TRUCK 24 ft length box min. NO CDL Required						
	BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.						
	BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.						
	BULLDOZER Crawler GD 65-75 DHP D						
	BULLDOZER Crawler GD 80-90 DHP D						

(DOT6620C009)

Exhibit A	Vendor Name:						
	Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER Crawler GD 130 -140 DHP D							
BULLDOZER Crawler TC 150 - 250 EHP D							
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SP							
COLD MILLING - Stabilizer/Recycler no less than 12" cutting depth range BOMAG MPH 364 R-2 or similar							
COLD MILL PLANER Self Loading - 2'							
COLD MILL PLANER Self Loading - 4'							
COMPRESSOR 125 - 160 CFM Portwhl.							
COMPRESSOR 170 - 210 CFM Portwhl.							
COMPRESSOR 250 - 300 CFM Portwhl.							
COMPRESSOR 350 - 375 CFM Portwhl.							
COMPRESSOR 600 CFM Portwhl.							
COMPRESSOR 700 - 800 CFM Portwhl.							
CONCRETE MIXER Trk. Mtd. 6.0 Cyd.							
CONCRETE SAW Full Depth CAP - 24" Blade							
CONCRETE SAW 12 1/2" Maximum Depth of Cut - 30" Blade							
CONCRETE SAW 15" Maximum Depth of Cut - 36" Blade							
CONVEYOR LOADER / FORCE FEED LOADER LeeBoy 3000C or similar Fully enclosed operator area. Heavy Duty 28' to 30' conveyor or similar							

Exhibit A		Vendor Name:				
Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile Add. Mi.
CRACK SEALING MACHINE Trk. Mtd. Dbl. Drum, 100 - 125 GLN. D	Crafco	SS125DC-8020	1,200	2,400	3,999	0
CRACK SEALING MACHINE Tri. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features	Crafco	SS250DC-8113	1,500	2,600	3,999	0
CRACK SEALING MACHINE Tri. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features and 53.8 CFM Compressor	Crafco	SS250DC-8096	1,500	2,600	3,999	0
CRACK SEALING MACHINE Tri. Mtd. Dbl.-Boiler Type, 250 GLN Diesel with Pump on Demand Features and 70 CFM Compressor						
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 12 - 112 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 15 - 25 T Hyd. Rough Terrain						
CRANE 20 - 25 T Cable D Crawler						
CRANE 25 - 30 T Cable, Trk. Mtd. G						
CRANE 30 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 35 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 40 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 50 T Hyd. Trk. Mtd. min. 18' Bed						
CRANE 15 - 20 T Truck Mounted Boom						
CRANE 21 - 25 T Truck Mounted Boom						
CULVERT CLEANER Trk. Mtd. min. 1,500 gal. tank , 1,400 PSI min.						
CULVERT CLEANER Trk. Mtd. 65 - 80 GPM/2,000 PSI min.						
CULVERT CLEANER - radio remote controlled Microtraxx or Similar 42"Wx42"Hx120"L, 1550# Lift cap, 1/3 CU Yd Cap., 7.5 PSI, 360° Swing Rotation, to clean 48" to 60" round culverts						
CULVERT CLEANER - radio remote controlled Microtraxx or Similar 32"Wx34"Hx134"L, 1500# Lift cap, 1/4 CU Yd Cap., 5.5 PSI, to clean 36" to 48" round culverts						
DITCH WITCH or similar trencher - walk behind 5-25 hp						
Dump Truck, Class 8, Steel Bed						

(DOT6620C009)

Equipment Description (WITHOUT Operator)		Equipment Offered for Lease/Rental Without Operator			Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.	
Vendor Name:									
Single Axle									
Dump Truck, Class 8, Aluminum Bed									
Single Axle									
Dump Truck									
INTERNATIONAL 4300 SBA or similar									
Dump Truck									
FORD F650 or similar									
Dump Truck									
FREIGHTLINER M12106 or similar									
Dump Truck									
STEEL BED 4 AXLE									
Dump Truck, Tandem Steel Bed									
Double axle (3 axle)									
Dump Truck, Tandem									
MACK GU 713 or similar									
Dump Truck, Tandem									
MACK GU 713 or similar									
Dump Truck, Tandem									
Freightliner 114 SD or similar									
EQUIPMENT TRAILER									
10,000 lbs or less, tilt style deck 16ft - 18 ft length to attach to a pintle hitch									
EQUIPMENT TRAILER									
12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch									
EQUIPMENT TRAILER									
assisted									
EXCAVATOR - TELEBOOM									
Track Mtd. SP 0.5 Cyd. D									
EXCAVATOR - TELEBOOM									
Truck Mtd. SP 0.5 Cyd. D									
EXCAVATOR									
w/McMillen extreme duty earth auger or similar									
EXCAVATOR									
Mint-Hyd. Track Mtd. 2,600 lbs. max.									
EXCAVATOR WITH INTEGRATED VIBRATORY PILE DRIVE/EXTRACTOR									
Minimum 80,000 driving force, MKT V8 or similar									
EXCAVATOR									
Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight									
EXCAVATOR									

Exhibit A	Equipment Description (WITHOUT Operator)	Vendor Name:				
		Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week \$ /Month	
				Equipment Delivery Fee	1st Mile	Add. Mi.
Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight						
EXCAVATOR						
Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 42,900 lbs. Working Weight						
Attachment: Grapple						
EXCAVATOR						
Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight						
EXCAVATOR WITH HYDRAULIC BREAKER						
Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size						
EXCAVATOR WITH HYDRAULIC BREAKER						
Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size						
Attachment for offered Excavator: Grapple						
EXCAVATOR WITH HYDRAULIC BREAKER						
Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size						
EXCAVATOR WITH HYDRAULIC BREAKER						
Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size						
HYDRAULIC BREAKER ATTACHMENT ONLY						
2,000 ft./lbs. min						
EXCAVATOR						
Crawler with a thumb						
EXCAVATOR						
Mini-Hyd. Track Mid. 6,500 lbs. max.						
Excavator-Wheeled						
Highway Speed, XL 3100 Gradall or Similar						
Excavator-Wheeled						
Highway Speed, XL 4100 Gradall or Similar						
Excavator-Wheeled						
Gradall D152 or similar						
Excavator-Wheeled						
Crossover						
EXCAVATOR - 1/2 to 3/4 CY bucket, 150 HP						
Track Width 10' out-to-out						
EXCAVATOR - 1/8 Cyd. 30 HP						
D Track Width 5' out-to-out						
EXCAVATOR - 1/5 Cyd. 44 HP						
11,000 lbs. Track Width 6' out-to-out						
EXCAVATOR - 1/4 Cyd. 55 HP						
D 14,000 lbs. Bucket, Track Width 6' out-to-out						
EXCAVATOR ATTACHMENT						
Plate compactor for 15,000-20,000 lb excavator						
EXCAVATOR ATTACHMENT						

Equipment Description (WITHOUT Operator)		Equipment Offered for Lease/Rental Without Operator			Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.	
<p>Exhibit A</p> <p>Vendor Name:</p>									
<p>Hydraulic hammer for 15,000-20,000 lb excavator</p>									
<p>EXCAVATOR ATTACHMENT</p> <p>Swivel head with ditching bucket</p>									
<p>EXCAVATOR ATTACHMENT</p> <p>Tree Mulcher -severe duty rated- Bull Hog Model BH40EXC or similar 51" for Excavator size 15 to 45 Ton</p>									
<p>FLATBED TRUCK</p> <p>1 Ton minimum with 22 ft. bed length minimum</p>									
<p>FLATLINER - attachment for a skid steer Profilograph and bump grinder in one</p>									
<p>FORKLIFT TRUCK</p> <p>Rough Terrain, 5 - 10 K lb. lift. cap.</p>									
<p>FORKLIFT TRUCK</p> <p>6,000 # Load Cap., Min. 63 HP</p>									
<p>GENERATOR - TRAILER MOUNTED:</p>									
30 kw									
45 kw									
60 kw									
80 kw									
100 kw									
125 kw									
175 kw									
200 kw									
230 kw									
300 kw									
400 kw									
500 kw									
600 kw									
800 kw									
1,000 kw									
2,000 kw									
<p>GRAPPLE ATTACHMENTS</p> <p>for Skid Steer Loaders 72" - 78" attachments</p>									
<p>HEATER - Trailer Mounted, Diesel</p> <p>22 HP, 1,800 ppm, 16 kw, 190 gal fuel cap., HT1010C or similar</p>									
<p>HAMMER PILE DRIVER DELMAG D6-22 or similar</p> <p>PILE HAMMER, DIESEL</p>									
<p>HYDRO-SEEDER</p> <p>Trailer Mounted</p>									
<p>HYDRO-SEEDER</p>									

Exhibit A		Vendor Name:				
Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile Add. Mi.
Trk. Mtd. 1,500 - 2,500 Gal.						
JOINT SEALER						
3 Cylinder, Tandem Dual 2 Axle, Vat. Cap 200 Gal. Double Boiler Type Tank - opening 16"x24" Maximum Heat Input - Diesel 290,000 BTU Incl. Full Sweep Mixer with 2 horizontal paddles	Crafco	SS250DC-8134	1,500	2,600	3,999	0
LIGHT TOWERS PORT.						
4 - 1,000 watt bulbs						
LOWBOY						
with two drops in deck height - min 35 T						
MANLIFT SP						
40 ft.						
MANLIFT SP						
60 ft.						
MANLIFT SP						
80 ft.						
MANLIFT SP						
125 ft. minimum to 135 ft. maximum						
MANLIFT - SCISSOR, TWO PERSON						
26' Minimum with Extendable Platform						
MESSAGE SIGN						
Programmable						
MORTAR MIXER						
6 CF 5 HP G						
MOTOR GRADER						
35,000-45,000 lbs. class						
PATCH TRAILER						
DuraPatcher or similar						
PATCH TRUCK						
with rear mounted arrow board						
PATCH TRUCK						
DuraMAXX or similar						
PAVER - HOT MIX ASPHALT						
Rubber-tired Paver < 125 HP						
PAVER - HOT MIX ASPHALT						
Rubber-tired Paver > 125 HP						
PAVER - HOT MIX ASPHALT						
Track Paver < 125 HP						
PAVER - HOT MIX ASPHALT						
Track Paver > 125 HP						
POLY PATCHER II or similar						
Double-boiler type mixer, Tri Mtd.	Crafco	Poly Patcher II-8252	1,500	2,900	5,600	0

Exhibit A		Vendor Name:				
Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile Add. MI.
PRESSURE WASHER/Hot Water 120° Min, 700-3000 psi Min.						
ROCKDRILL - SP Hyd. Excav./Boom Mtd. 3" Holes/20" deep min.						
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class						
ROCK TRUCK - ARTICULATED 20-30 T						
ROLLER 5 Ton with 2 steel drums						
ROLLER 10-15 Tons with 2 steel drums						
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.						
ROLLER 10 T PNEUTR						
ROLLER 7-15 T PNEUTR, Articulated						
ROLLER SP PNEUTR - 10K GWW G						
ROLLER SP PNEUTR - 20K GWW G						
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Approx. 2.5ft W x 8.3 ft L						
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GWW D						
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GWW D						
SAND BLASTER 200 lb. hopper min.						
SCISSOR LIFT, TWO PERSON 26' Minimum with Extendable Platform						
SCREENERS, Material Mobile - Diesel						
SHADOW TRUCK w/Attenuator min. 30,000 GWW						
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth						
SKID STEER - HIGH FLOW Attachment: Auger of any diameter						

Exhibit A

Vendor Name:

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Attachment: Auger of any diameter							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Concrete Mixer							
Attachment: Flatwork Paver - Blowell or similar							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							
Attachment: Jackhammer - Caterpillar CAT H55D S or similar							
Attachment: Concrete Slab Dowel							
SKID STEER - MILLING PLANER							
Attachment: Broom							
Attachment: Bucket							
Attachment: Broom Bucket							
Attachment: Auger of any diameter							
Attachment: 1' - 5' Milling Planer							
Attachment: Trencher of any width							
Slope Mower - Compact Tractor							
Ventrac or similar							
SCISSOR LIFT							
26' two man lift with Extendable Platform							
STRAW / MULCH BLOWER							
Trk. Mtd.							
STREET SWEEPER SP							
3.0 Cyd. (min.)							
STREET SWEEPER SP							
8.0 Cyd. (min.)							
STREET SWEEPER							
Trk. Type							
STREET SWEEPER - HYDROSTATIC							
Elgin Pelican III or similar							
STREET SWEEPER - Towable							
Self-Propelled							
STREET SWEEPER - Truck-Mounted							
4.0 C.Y. Min. hopper cap., water-spray system for dust control Side/curb brooms & rear/center broom, 11,000 lbs - 33,000 lbs							
TAMPER/COMPACTOR - Vibratory							
650 min. blows per minute							
TRACTOR							

Exhibit A		Vendor Name:			
Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator		Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month
John Deere 6100M or similar					
BOOM MOWER Attachment -ALAMO MAVERICK or equivalent for use with offered Tractor					
MULCHERHEAD Attachment for use with offered tractor					
SRD50 or equivalent					
TRACTOR					
John Deere 6200 or similar					
Boom Mower Attachment for use with Offered Tractor					
Flail Mower Attachment for use with Offered Tractor					
Sicklebar Mower Attachment for use with Offered Tractor					
TRAILER					
6 tons with ramps, minimum 18' length, 8.5' width					
TRAILER - FLATBED TRI-AXLE					
22,500 GVWR, 23 ft. with dove tail, Air Breaks					
TRAILER - FLATBED - Two Axles					
20,000# Payload Cap. Min.Width 8.5', Min.Length 24'					
TRAILER - LowBoy					
35 - 50 ton - pony motor, self contained hydraulics					
TRAFFIC SIGNALS - PORT					
2 Phase Operation D/E					
TREE TRIMMER - Power Mechanical Trimmer - Track					
Up to 63' Reach - Kwik-Trim Takeuchi TB260 or similar					
TREE TRIMMER - Telescoping Trimmer Power Train - Track					
Up to 75' Reach - 24" diameter saw - Sky/Trim 75 or similar					
TRENCH BOX					
Various Sizes - Vendor provide sizes available					
TRENCH PAVER					
Base Widening Machine					
TRUCK - Water					
Tanker - min 1500 gallons					
UNDERBRIDGE PLATFORM					
Trailer Mtd., Hyd. SP. Min. 20 ft. horizontal reach					
UNDERBRIDGE PLATFORM					
Trailer Mtd., Hyd. SP. Min. 30 ft. horizontal reach					
UNDERBRIDGE PLATFORM					
Trailer Mtd., Hyd. SP. Min. 40 ft. horizontal reach					
UNDERBRIDGE PLATFORM					
Trailer Mtd., Hyd. SP. Min. 50 ft. horizontal reach					
UNDERBRIDGE PLATFORM					
Trailer Mtd., Hyd. SP. Min. 60 ft. horizontal reach					
UNDERBRIDGE PLATFORM					
Truck Mtd., Hyd. Min. 23 ft. horizontal reach					

(DOT6620C009)

Equipment Description (WITHOUT Operator)		Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
		Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
VACUUM/JETTER SEWER CLEANER Trk. Mid. 1,000+ gal. debris tank, 30+ gpm 2000+ CFM Vacuum Pump, 2200+ PSI water pump								
VACUUM/SPRAY UNIT Trk. Mid. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel								
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path								
VAN - BOX 21,000 or greater								
VIBRATORY ROLLER with Water 4 - 5 ton Steel Double Drum								
VIBRATORY ROLLER with Water 8 - 10 ton Steel Double Drum								
WATER PUMPS - 3" w/SUCTION & DISCHARGE HOSES								
WATER PUMPS - 4" w/SUCTION & DISCHARGE HOSES								
WATER PUMPS - 6" w/SUCTION & DISCHARGE HOSES								
WATER PUMPS - 12" w/SUCTION & DISCHARGE HOSES								
Wheel Loader 90 to 124 HP								
Wheel Loader 125 to 149 HP								
Wheel Loader 150 minimum HP								
WELDER - PORTABLE 225 AMP min. - GASOLINE powered								
WELDER - PORTABLE 225 AMP min. - DIESEL powered								
WORK PLATFORM SP SL 25' High Platform 1,500# CAP								
WORK PLATFORM SP SL 35' High Platform 1,500# CAP								

Exhibit A

Vendor Name:

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DJL Material & Supply, Inc.

Authorized Signature: [Signature] Date: August 19, 2019

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 19 day of August, 2019.

My Commission expires April 1, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Melinda Patterson



Melinda Patterson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/2024

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: DJL Material & Supply, Inc. **Address:** PO Box 5293
Akron, OH 44334

Name of Authorized Agent: Juliann Cronin **Address:** PO Box 5293, Akron, OH 44334

Contract Number: CRFQ 0803 DOT 2000000022 **Contract Description:** Equip Lease/Rental
without Operator

Governmental agency awarding contract: State of West Virginia
Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Michael T. Leahy

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  **Date Signed:** August 19, 2019

Notary Verification

State of Ohio, County of Summit:

I, Juliann Cronin, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19 day of August, 2019.


Notary Public's Signature

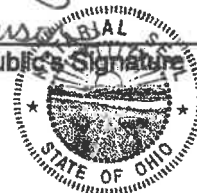
Melinda Patterson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/2024

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 3700 Embassy Parkway, Suite 160 Akron OH 44333	CONTACT NAME: Marilyn Snodgrass PHONE (A/C, No, Ext): 330-665-7955 FAX (A/C, No): 330-665-7979 E-MAIL ADDRESS: Marilyn_Snodgrass@aig.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED DJL Material & Supply Inc. P. O. Box 5293 Akron, OH 443340293															

COVERAGES CERTIFICATE NUMBER: 1231012960 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0148308	6/27/2019	6/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0148308	6/27/2019	6/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0148308	6/27/2019	6/27/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Written notice of cancellation for non-payment of premium will be provided to the Named Insured 10 days prior to the date of cancellation and 30 days prior for any other type of cancellation per Ohio State Law and policy provisions.

 Certificate holder is listed as Additional Insured Insured per form GA472 (09/17).

CERTIFICATE HOLDER State of West Virginia 1900 Kanawha Blvd E Bldg 5 Charleston WV 25305-0130 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00757691

Period Specified Below
07/01/2019 to 07/01/2020

D.J.L. MATERIAL & SUPPLY INC
BOX 5293
AKRON, OH 44334



www.bwc.ohio.gov
Issued by: BWC

Stephanie Z. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



**SPECIFICATIONS FOR 43800 SUPERSHOT™ 125
GALLON DIESEL FUELED MELTER
APPLICATOR WITH 53.8CFM COMPRESSOR;
WITH PUMP ON DEMAND FEATURES**

6165 W. Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

March 2019

The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without any further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America.

	<u>Comply</u>	<u>Does Not Comply</u>
1. GENERAL SPECIFICATIONS		
A. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour at 70° F (21.1° C) ambient temperature.	_____	_____
B. All qualified bidders must have and maintain a complete inventory of replacement parts and have experienced factory-trained service personnel for this equipment.	_____	_____
C. A comprehensive safety manual and operational/maintenance CD shall be supplied with each unit.	_____	_____
D. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.	_____	_____
E. Temperature indicating devices shall have intervals no greater than 1° F (2.8° C) and shall be calibrated as required to assure accuracy.	_____	_____
F. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied.	_____	_____
2. REQUIRED SAFETY FEATURES		
A. The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.	_____	_____
B. The applicator wand shall be equipped with an automatic shut-off feature that will stop the rotation of the sealant pump, sealant flow, and all line pressure when the handle is released or dropped.	_____	_____
C. The heat transfer oil shall adequately and efficiently bring the sealant material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot heat transfer oil.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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3. TOWING FRAME AND JACK

- A. This unit shall be trailer mounted. The longitudinal side frames and tongue members of the trailer shall be on one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.70 cm) web, 3/16 inch (.48 cm) thickness with 1.75 inch (4.5 cm) flanges.
- B. The configuration of the channel shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking.
- C. The tongue shall be equipped with an appropriate heavy-duty ball or pintle hitch and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3 cm), permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy conversion to other type hitches.
- D. A screw-post tongue jack shall be furnished. It shall be heavy duty type with a capacity of 5,000 pounds (2,268 kg). It shall be side mounted and swing away for positive road clearance while under tow.

Other: _____

4. TRAILER RUNNING GEAR

- A. The unit shall be equipped with a dual independent rubber torsional suspension having a safe load capacity of 3,500 pounds (1,587 kg), electric brakes, modular wheels and ST 205/75R 14-8 tubeless tires (Load Range C). Trailers with springs and shackles are unacceptable as they require more maintenance and reduce ground clearance.
- B. The unit shall have dual LED taillights, stoplights and turn signals. Lights shall be ICC approved. A license plate holder shall be attached to the driver's side taillight.
- C. All melter fluid tanks shall be positioned no lower than the deck level and mounted on top of the channel frame members to assure proper ground clearance. Units that have components that extend below the trailer frame are unacceptable.
- D. The unit shall also be equipped with two safety chains not less than 48 inches (121.9 cm) of .38 inch (.97 cm) coil proof chain attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end.

	<u>Comply</u>	<u>Does Not Comply</u>
E. Total shipping weight is approximately 4,020 pounds (1,823 kg).	_____	_____
Other: _____ _____	_____	_____

5. HEATING TANK

A. The material heating tank shall be a minimum of 37 inches (93.98 cm) in diameter by 28.75 inches (73.02 cm) deep having a minimum capacity of 133.75 gallons (503.3 l) at ambient temperature. Oval or square sided tanks are unacceptable as they allow for uneven agitation resulting in a non-homogenous sealant and uneven heating of sealant.	_____	_____
B. The tank will have a rear discharge from the pump and a rear plugged outlet. A double boiler type jacket shall create a reservoir that shall hold a minimum of 34.8 gallons (129 l) and require no more than 40 gallons (152 l) of heat transfer oil at 70° F (21.1° C). (Note: At 500° F (260° C) the heating oil will expand approximately 18%).	_____	_____
C. The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil.	_____	_____
D. The tank and jacket shall be made of not less than 3/16 inch (.94 cm) rolled sheet steel.	_____	_____
E. There shall be one plug to allow the entire heat transfer oil system to be drained.	_____	_____
F. The heat transfer oil shall be of ISO grade 68.	_____	_____
Other: _____ _____	_____	_____

6. EXPANSION TANK

A. A sealed expansion tank shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil. Overflow down tubes are unacceptable.	_____	_____
Other: _____ _____	_____	_____

7. HYDRAULIC SYSTEM

A. The hydraulic system shall incorporate a hydraulic pump to power the agitation, pumping, and compressor system. Belt driven hydraulics is unacceptable.	_____	_____
B. All valves shall be solenoid operated by toggle switch and wand handle switch.	_____	_____

	<u>Comply</u>	<u>Does Not Comply</u>
C. The controls will allow for bi-directional operation of the sealant pump and agitator.	_____	_____
D. A flow control valve will be mounted on the rear of the unit to allow the operator to adjust the pump operational speed.	_____	_____
E. The minimum 32 gallon (121 l) hydraulic tank will be equipped with an internal 10-micron full flow filter. The filter shall be equipped with a restriction indicator to indicate the need for service. A sight gauge level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed.	_____	_____
F. The unit shall have a self-contained air to oil hydraulic cooler with an electric fan to maintain proper hydraulic oil temperatures.	_____	_____
Other: _____	_____	_____

8. TANK INSULATION

A. The heating tank shall be insulated with a minimum of 1 inch (2.54 cm) thick high temperature ceramic insulation and covered by a 22 gauge (.07 cm) steel outer wrapper. Fiberglass and rock wool insulation are unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.	_____	_____
Other: _____	_____	_____

9. LOADING HATCH

A. A low profile opening for loading shall be required at the top of the material tank and shall be located on the curbside of the machine for operator safety. The loading height shall be a minimum of 50 inches (127 cm) and shall not exceed 59 inches (149 cm) for correct ergonomic lifting and fume exposure.	_____	_____
B. This will allow the operation of the equipment, including sealant loading, from curbside. Loading systems that require the operator to step onto the melter are unacceptable.	_____	_____
C. The opening shall have a minimum area of 252 square inches (1,625 square cm), while not exceeding 275 square inches (1,774 square cm) in order to prevent heat loss, and shall be hinged to allow placement of a block of sealant onto lid and closure of lid for easy, anti-splash loading.	_____	_____
D. The loading hatch shall be easily adaptable for the addition of a retrofit powered loading conveyor with anti-splash tower.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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10. HEATING SYSTEM

- A. The heat transfer oil is heated by one 12-volt 246,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank
- B. The burner shall fire into a burner combustion box. The box will be insulated by a high temperature flexible insulation that is resistant to damage from the vibration and over road travel. Rigid insulation is unacceptable.
- C. Total area exposed to the burner shall be a minimum of 5,244 square inches (33,832 square cm). The material tank shall have a minimum of 4,267 square inches (27,529 square cm) of contact with the heat transfer oil. No other mechanical circulation of the heat transfer oil by pump shall be accepted. This provides for a melt rate of 1,064 pounds (482.6 kg) per hour.
- D. The burner shall be lit by a constant duty high voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply.
- E. The thermostat control is located on the curbside of the machine for operator safety.

Other: _____

11. INTERGRATED CONTROL SYSTEM

- A. The melter applicator shall have a thermostatic control device that will automatically regulate hot oil, material, and hose temperature.
- B. The control shall have a digital readout for temperatures of hot oil, material, and hose.
- C. The thermostat shall control burner ignition for a temperature range from a low of 200° F (93.3° C) up to a high of 425° F (218.3° C) for a wide variety of sealants.
- D. The temperature controls shall be in a single weatherproof control box.
- E. The controls shall be activated by a single power switch, which will then turn each function on at the proper time.
- F. The control will have fully integrated electric over hydraulic lockout for the agitation system, which prevents the agitator from being powered until the material temperature reaches 275°F (135°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.

	<u>Comply</u>	<u>Does Not Comply</u>
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G. The control shall have a fully integrated electric over hydraulic lockout for the pumping system, which will prevent the pump from being powered until the hose temperature reaches 325°F (162.8°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.

_____	_____
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H. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.

_____	_____
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Other: _____

_____	_____
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12. DRIVE AND DRIVE CONTROLS

A. The motive force to the agitator and material pump shall be hydraulic motors driven by a hydraulic pump.

_____	_____
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B. The drive controls governing the rotational speed of the material pump shall be controlled by adjustable hydraulic valves.

_____	_____
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C. The drive controls governing the rotational speed of the material pump shall be controlled by adjustable hydraulic valves.

_____	_____
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D. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand.

_____	_____
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Other: _____

_____	_____
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13. AGITATION

A. The sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends. This feature ensures that material remains in complete suspension and that the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank.

_____	_____
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B. The agitation system shall be chain driven from the hydraulic motor to the agitator.

_____	_____
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C. The agitator rotates in both directions.

_____	_____
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D. For additional safety the agitator will shut off automatically when the loading hatch is opened.

_____	_____
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Other: _____

_____	_____
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14. BI-DIRECTIONAL VARIABLE SPEED PUMPING UNIT

A. A hardened steel gear pump is located in the center of the material tank attached to the bottom of the tank.

_____	_____
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	<u>Comply</u>	<u>Does Not Comply</u>
B. Pumping of material is controlled by a switch on the hand wand and output is controlled hydraulically.	_____	_____
C. The pump and agitator drive shaft stands vertically attached to two motors on the top surface of the tank.	_____	_____
D. One motor rotates an axial tube having radial mixing blades at the chamber bottom.	_____	_____
E. The second motor drives a coaxial shaft running through the tube to the pump.	_____	_____
F. Sealant pumping shall be on demand.	_____	_____
G. When pumping stops, all line pressure and sealant flow shall stop.	_____	_____
H. No external plumbing or recirculation back into the tank is acceptable.	_____	_____
I. No internal or external valves shall be used in the pumping and sealant delivery system.	_____	_____
J. The pump shall be capable of delivering sealant at a rate that exceeds the melt rate of the unit.	_____	_____
Other: _____	_____	_____

15. ACTIVE PUMP PROTECTION

A. The pump shall be completely encircled by a protective screen.	_____	_____
B. The screen shall not allow anything larger than 1/2 inch (1.27 cm) in size to pass from the sealant tank into the pump suction port.	_____	_____
C. The screen shall continuously rotate 360° around the pump whenever the sealant agitator is engaged.	_____	_____
D. The active screen will protect the pump from foreign object damage and will self-clean as it rotates around the sealant pump and suction port.	_____	_____
Other: _____	_____	_____

16. SEALANT HOSE AND APPLICATOR WAND

A. Both the hose and wand are heated by 24 VAC voltage electric current and are temperature regulated.	_____	_____
B. The combination length between the hose and wand shall not be less than 22 feet (6.70 m).	_____	_____
C. Due to weight and safety considerations, an oil-jacketed hose is unacceptable.	_____	_____

	<u>Comply</u>	<u>Does Not Comply</u>
D. The hose shall be specifically manufactured for handling liquid asphalt products up to 500° F (260° C) at 500 psi (34.47 bar) working pressure.	_____	_____
E. Hose shall not be less than 18 feet (5.48 m) in length.	_____	_____
F. For maximum operator safety it shall be made of stainless steel braid with a 3/4 inch (1.91 cm) inside diameter and shall be Teflon lined. Further, it shall be heavily insulated to prevent hot material from leaking out.	_____	_____
G. Total diameter of the hose shall be not greater than 2 ¼ inch (5.72 cm). The total weight of the hose shall not exceed 20 pounds (9.07 kg).	_____	_____
H. The hose is to be wrapped with a minimum of three electrical wires with terminal ends. The wires will be capable of heating the hose to 400°F (204° C) in less than 45 minutes and have variable temperature control capability.	_____	_____
I. The hand wand shall not be less than 4 feet (1.22 m) in length.	_____	_____
J. The hand wand shall be constructed of steel with sufficient strength to withstand normal day-to-day operation.	_____	_____
K. Material flow is controlled by a trigger switch.	_____	_____
L. For greater operator mobility, the connection between the wand and hose shall be through a 360° swivel.	_____	_____
M. There shall be no obstruction or valves between the material pump and the wand end.	_____	_____
N. The hose is supported by a 6 ft. boom (1.83 m), which swivels side to side on dual pillow block bearings.	_____	_____
O. The boom is centered at the rear of the machine.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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17. ENGINE

The unit shall be equipped with a diesel engine complying with the following specifications:

- Electric Start
- Three Cylinder 35.5 HP (26.47kw) @ 3000 RPM
- 3.54" (90 mm) Stroke
- Constant Speed Mechanical Governor
- 91.53 cu. in, (1.5l) Displacement
- Full Flow Oil Filter
- 3.30" (84 mm) Bore
- 22 to 1 Compression ratio
- Water Cooled
- The engine speed is preset at the factory for optimal alternator output to power the heated wand and hose.
- Engine Shutdown Package (low oil pressure & high temperature)

Other: _____

18. FUEL CAPACITY

- A. The melter shall have a 32 gallon (121 l) diesel fuel tank for operation of the entire unit.
- B. The unit will be capable of operating for a minimum of 12 hours on one tank of fuel.
- C. The tank shall be equipped with full length sight gauges for fuel level indication protected in a steel cover.

Other: _____

19. AIR COMPRESSOR

- A. The melter shall be equipped with a 53.8 cfm @ 125 PSI (1525 l/m @ 8.62 Bar), rotary vane air compressor.
- B. The compressor shall be driven hydraulically. Belt drive compressors are non-conforming.
- C. Air pressure shall be controlled by a continual intake valve modulation, which adjusts air flow to increase or decrease depending on user demand.
- D. The compressor has an integral toroidal cooler to maintain proper oil temperature.
- E. There shall be a high temperature shut down.
- F. 50 foot of 3/8" air hose with Chicago quick couplers on each end and a storage rack shall be supplied.

Comply Does Not Comply

Other: _____

20. PAINT

- A. All painted surfaces shall be coated with Axalta two-part epoxy paint applied by Axalta certified painters.

Other: _____

21. TRAINING

- A. An authorized, factory representative will be made available for a full day of training at a facility designated by the bidding agency.
- B. At this training session a complete operational, mechanical and safety overview will occur.
- C. Both safety and operational manuals will be viewed and discussed with all concerned personnel.
- D. Additionally, the representative will be available at that time for "on the job" safety and field training.

Other: _____

22. SAFETY AND TRAINING MANUALS

- A. A written Safety Manual will be provided to the bidding agency.

23. PARTS

- A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.

24. AWARD

- A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner.
- B. Prior to award, the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacturer and deliver equipment on time as required.
- C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.

25. WARRANTY

- A. The manufacturer shall warranty the equipment for two years or as otherwise noted in the manufacturer's standard warranty policy.

<u>Comply</u>	<u>Does Not Comply</u>
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26. QUALIFICATIONS OF BIDDERS

- A. No bid will be considered unless the bidder can meet the following conditions:
- B. Bidder must have a parts/service location and keeps a sufficient stock of parts on hand at all times.
- C. The equipment offered is the stock model chassis that meets the requirements of the specifications without material changes or modifications.
- D. The model is regularly advertised and sold by the manufacturer.
- E. The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty-four months.

OPTIONS REQUIRED (X if to be included)

(Customer to insert quantity for each option required)

- _____ 2 5/16 inch Ball Hitch
- _____ 2 1/2 inch Pintle Hitch
- _____ 3 inch Pintle Hitch
- _____ Sealant Tip Adapter
- _____ V-shaped Squeegee (Qty. ____)
- _____ 3 inch Applicator Disk
- _____ 1/2 inch Round Sealing Tip
- _____ Extra Electric Hose
- _____ Hot Air Lance
- _____ Lockable Battery Cover
- _____ Extra Hydraulic Filter
- _____ Auto Loader
- _____ Lockable Engine Cover
- _____ Fire Extinguisher Mounted on the Trailer Frame
- _____ Mast Mounted Strobe Light, Class II. _____ Mast Mounted Strobe Light, Class I/CA Title 13
- _____ Tool Box
- _____ Overnight heater
- _____ Custom Paint
- _____ Hitch Extension, 28"
- _____ Hitch Extension, 39"
- _____ Shot Timer Kit
- _____ Foot Pedal Kit

APPROVED EQUAL

The approved make and model for this specification is a Crafc0 SS125DC 53.8 CFM. Bidders offering to supply equipment other than the approved make and model must supply a detailed description of the equipment being offered. Bidders offering to supply equipment other than the approved make and model shall also supply a list of references who have successfully heated, mixed and applied Crafc0 sealants through the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration at the agency's location within 7 days of request to verify that their unit complies with all specification requirements before their bid will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.



**SPECIFICATIONS FOR 45200 SUPERSHOT™ 250
GALLON DIESEL FUELED MELTER
APPLICATOR WITH 53.8CFM COMPRESSOR;
WITH PUMP ON DEMAND FEATURES**

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+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

March 2019

The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without any further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America.

	<u>Comply</u>	<u>Does Not Comply</u>
1. GENERAL SPECIFICATIONS		
A. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour at 70° F (21.1° C) ambient temperature.	_____	_____
B. All qualified bidders must have and maintain a complete inventory of replacement parts and have experienced factory-trained service personnel for this equipment.	_____	_____
C. A comprehensive safety manual and operational/maintenance CD shall be supplied with each unit.	_____	_____
D. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.	_____	_____
E. Temperature indicating devices shall have intervals no greater than 1° F (2.8° C) and shall be calibrated as required to assure accuracy.	_____	_____
F. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied.	_____	_____
2. REQUIRED SAFETY FEATURES		
A. The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.	_____	_____
B. The applicator wand shall be equipped with an automatic shut-off feature that will stop the rotation of the sealant pump, sealant flow, and all line pressure when the handle is released or dropped.	_____	_____
C. The heat transfer oil shall adequately and efficiently bring the sealant material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot heat transfer oil.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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3. TOWING FRAME AND JACK

- A. This unit shall be trailer mounted. The longitudinal side frames and tongue members of the trailer shall be of one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.7 cm) depth, 5/16 inch (.79 cm) web thickness with 1.75 inch (4.5 cm) flange width.
- B. The configuration of the channel shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking.
- C. The tongue shall be equipped with an appropriate heavy-duty ball or pintle hitch and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3 cm), permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy conversion to other type hitches.
- D. A screw-post tongue jack shall be furnished. It shall be heavy duty type with a capacity of 5,000 pounds (2,268 kg). It shall be side mounted and swing away for positive road clearance while under tow.

Other: _____

4. TRAILER RUNNING GEAR

- A. The unit shall be equipped with a dual independent rubber torsional suspension each having a safe load capacity of 5,200 pounds (2,358 kg), electric brakes, modular wheels and ST 225/75 R15 tubeless tires (Load Range D). This suspension eliminates springs and shackles that rust and reduce ground clearance.
- B. The unit shall have dual LED taillights, stoplights and turn signals. Lights shall be ICC approved. A license plate holder shall be attached to the driver's side taillight.
- C. All melter fluid tanks shall be positioned no lower than the deck level and mounted on top of the channel frame members to assure proper ground clearance. Units that have components that extend below the trailer frame are unacceptable.
- D. The unit shall also be equipped with two safety chains not less than 48 inches (121.9 cm) of .38 inch (.97 cm) coil proof chain attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end.

	<u>Comply</u>	<u>Does Not Comply</u>
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E. Total shipping weight is approximately 5,860 pounds (2,658 kg).

	_____	_____
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Other: _____

5. HEATING TANK

A. The material heating tank shall be a minimum of 50.50 inches (128.27 cm) in diameter by 29.50 inches (74.93 cm) deep having a minimum capacity of 250 gallons (946 l) at ambient temperature. Oval or square sided tanks are unacceptable as they allow for uneven agitation resulting in a non-homogenous sealant and uneven heating of sealant.

	_____	_____
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B. The tank will have a rear discharge from the pump and rear plug outlet. A double boiler type jacket shall create a reservoir that shall hold a minimum of 49 gallons (185 l) and require no more than 55 gallons (207 l) of heat transfer oil at 70° F (21° C). (Note: at 500° F (260° C) the heating oil will expand approximately 18%).

	_____	_____
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C. The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil.

	_____	_____
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D. The tank and jacket shall be made of not less than 3/16 inch (.94 cm) rolled sheet steel.

	_____	_____
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E. There shall be one plug to allow the entire heat transfer oil system to be drained.

	_____	_____
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F. The heat transfer oil shall be of ISO grade 68.

	_____	_____
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Other: _____

	_____	_____
--	-------	-------

6. EXPANSION TANK

A. A sealed expansion tank shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil. Overflow down tubes are unacceptable.

	_____	_____
--	-------	-------

Other: _____

	_____	_____
--	-------	-------

7. HYDRAULIC SYSTEM

A. The hydraulic system shall incorporate a hydraulic pump to power the agitation, pumping, and compressor system. Belt driven hydraulics is unacceptable.

	_____	_____
--	-------	-------

B. All valves shall be solenoid operated by toggle switch and wand handle switch.

	_____	_____
--	-------	-------

	<u>Comply</u>	<u>Does Not Comply</u>
C. The controls will allow for bi-directional operation of the sealant pump and agitator.	_____	_____
D. A flow control valve will be mounted on the rear of the unit to allow the operator to adjust the pump operational speed.	_____	_____
E. The minimum 32 gallon (121 l) hydraulic tank will be equipped with an internal 10-micron full flow filter. The filter shall be equipped with a restriction indicator to indicate the need for service. A sight gauge level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed.	_____	_____
F. The unit shall have a self-contained air to oil hydraulic cooler with an electric fan to maintain proper hydraulic oil temperatures.	_____	_____
Other: _____	_____	_____

8. TANK INSULATION

A. The heating tank shall be insulated with a minimum of 1 1/2 inch (3.81 cm) thick high temperature ceramic insulation and covered by a 22 gauge (.07 cm) steel outer wrapper. Fiberglass and rock wool insulation are unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.	_____	_____
Other: _____	_____	_____

9. LOADING HATCH

A. A low profile opening for loading shall be required at the top of the material tank and shall be located on the curbside of the machine for operator safety. The loading height shall be a minimum of 50 inches (127 cm) and shall not exceed 59 inches (149 cm) for correct ergonomic lifting and fume exposure.	_____	_____
B. This will allow the operation of the equipment, including sealant loading, from curbside. Loading systems that require the operator to step onto the melter are unacceptable.	_____	_____
C. The opening shall have a minimum area of 384 square inches (2,477 square cm), while not exceeding 400 square inches (2,580 square cm) in order to prevent heat loss, and shall be hinged to allow placement of a block of sealant onto lid and closure of lid for easy, anti-splash loading.	_____	_____
D. The loading hatch shall be easily adaptable for the addition of a retrofit powered loading conveyor with anti-splash tower.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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10. HEATING SYSTEM

- A. The heat transfer oil is heated by one 12-volt 271,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank
- B. The burner shall fire into a burner combustion box. The box will be insulated by a high temperature flexible insulation that is resistant to damage from the vibration and over road travel. Rigid insulation is unacceptable.
- C. The total area exposed to the burner shall be a minimum of 7,655 square inches (49,387 square cm). The material tank shall have a minimum of 6,632 square inches (42,787 square cm) of contact with the heat transfer oil. No other mechanical circulation of the heat transfer oil by pump shall be accepted. This provides for a melt rate of 2,000 pounds (907.1 kg) per hour.
- D. The burner shall be lit by a constant duty high voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply.
- E. The thermostat control is located on the curbside of the machine for operator safety.

Other: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. INTERGRATED CONTROL SYSTEM

- A. The melter applicator shall have a thermostatic control device that will automatically regulate hot oil, material, and hose temperature.
- B. The control shall have a digital readout for temperatures of hot oil, material, and hose.
- C. The thermostat shall control burner ignition for a temperature range from a low of 200° F (93.3° C) up to a high of 425° F (218.3° C) for a wide variety of sealants.
- D. The temperature controls shall be in a single weatherproof control box.
- E. The controls shall be activated by a single power switch, which will then turn each function on at the proper time.
- F. The control will have fully integrated electric over hydraulic lockout for the agitation system, which prevents the agitator from being powered until the material temperature reaches 275°F (135°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
---------------	----------------------------

G. The control shall have a fully integrated electric over hydraulic lockout for the pumping system, which will prevent the pump from being powered until the hose temperature reaches 325°F (162.8°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.

--	--

H. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.

--	--

Other: _____

--	--

12. DRIVE AND DRIVE CONTROLS

A. The motive force to the agitator and material pump shall be hydraulic motors driven by a hydraulic pump.

--	--

B. The drive controls governing the rotational speed of the material pump shall be controlled by adjustable hydraulic valves.

--	--

C. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand.

--	--

Other: _____

--	--

13. AGITATION

A. The sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends. This feature ensures that material remains in complete suspension and that the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank.

--	--

B. The agitation system shall be chain driven from the hydraulic motor to the agitator.

--	--

C. The agitator rotates in both directions.

--	--

D. For additional safety the agitator will shut off automatically when the loading hatch is opened.

--	--

Other: _____

--	--

14. BI-DIRECTIONAL VARIABLE SPEED PUMPING UNIT

A. A hardened steel gear pump is located in the center of the material tank attached to the bottom of the tank.

--	--

B. Pumping of material is controlled by a switch on the hand wand and output is controlled hydraulically.

--	--

	<u>Comply</u>	<u>Does Not Comply</u>
C. The pump and agitator drive shaft stands vertically attached to two motors on the top surface of the tank.	_____	_____
D. One motor rotates an axial tube having radial mixing blades at the chamber bottom.	_____	_____
E. The second motor drives a coaxial shaft running through the tube to the pump.	_____	_____
F. Sealant pumping shall be on demand.	_____	_____
G. When pumping stops, all line pressure and sealant flow shall stop.	_____	_____
H. No external plumbing or recirculation back into the tank is acceptable.	_____	_____
I. No internal or external valves shall be used in the pumping and sealant delivery system.	_____	_____
J. The pump shall be capable of delivering sealant at a rate that exceeds the melt rate of the unit.	_____	_____
Other: _____	_____	_____

15. ACTIVE PUMP PROTECTION

A. The pump shall be completely encircled by a protective screen.	_____	_____
B. The screen shall not allow anything larger than 1/2 inch (1.27 cm) in size to pass from the sealant tank into the pump suction port.	_____	_____
C. The screen shall continuously rotate 360° around the pump whenever the sealant agitator is engaged.	_____	_____
D. The active screen will protect the pump from foreign object damage and will self-clean as it rotates around the sealant pump and suction port.	_____	_____
Other: _____	_____	_____

16. SEALANT HOSE AND APPLICATOR WAND

A. Both the hose and wand are heated by 24 VAC voltage electric current and are temperature regulated.	_____	_____
B. The combination length between the hose and wand shall not be less than 22 feet (6.70 m).	_____	_____
C. Due to weight and safety considerations, an oil-jacketed hose is unacceptable.	_____	_____
D. The hose shall be specifically manufactured for handling liquid asphalt products up to 500° F (260° C) at 500 psi (34.47 bar) working pressure.	_____	_____

	<u>Comply</u>	<u>Does Not Comply</u>
E. Hose shall not be less than 18 feet (5.48 m) in length.	_____	_____
F. For maximum operator safety it shall be made of stainless steel braid with a 3/4 inch (1.91 cm) inside diameter and shall be Teflon lined. Further, it shall be heavily insulated to prevent hot material from leaking out.	_____	_____
G. Total diameter of the hose shall be not greater than 2 ¼ inch (5.72 cm). The total weight of the hose shall not exceed 20 pounds (9.07 kg).	_____	_____
H. The hose is to be wrapped with a minimum of three electrical wires with terminal ends. The wires will be capable of heating the hose to 400°F (204° C) in less than 45 minutes and have variable temperature control capability.	_____	_____
I. The hand wand shall not be less than 4 feet (1.22 m) in length.	_____	_____
J. The hand wand shall be constructed of steel with sufficient strength to withstand normal day-to-day operation.	_____	_____
K. Material flow is controlled by a trigger switch.	_____	_____
L. For greater operator mobility, the connection between the wand and hose shall be through a 360° swivel.	_____	_____
M. There shall be no obstruction or valves between the material pump and the wand end.	_____	_____
N. The hose is supported by a 6 ft. boom (1.83 m), which swivels side to side on dual pillow block bearings.	_____	_____
O. The boom is centered at the rear of the machine.	_____	_____
Other: _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
---------------	----------------------------

17. ENGINE

The unit shall be equipped with a diesel engine complying with the following specifications:

- Electric Start
- Three Cylinder 35.5 HP (26.47kw) @ 3000 RPM
- 3.54" (90 mm) Stroke
- Constant Speed Mechanical Governor
- 91.53 cu. in, (1.5l) Displacement
- Full Flow Oil Filter
- 3.30" (84 mm) Bore
- 22 to 1 Compression ratio
- Water Cooled
- The engine speed is preset at the factory for optimal alternator output to power the heated wand and hose.
- Engine Shutdown Package (low oil pressure & high temperature)

Other: _____

_____	_____
_____	_____

18. FUEL CAPACITY

- A. The melter shall have a 32 gallon (121 l) diesel fuel tank for operation of the entire unit.
- B. The unit will be capable of operating for a minimum of 12 hours on one tank of fuel.
- C. The tank shall be equipped with full length sight gauges for fuel level indication protected in a steel cover.

Other: _____

_____	_____
_____	_____
_____	_____

19. AIR COMPRESSOR

- A. The melter shall be equipped with a 53.8 cfm @ 125 PSI (1525 l/m @ 8.62 Bar), rotary vane air compressor.
- B. The compressor shall be driven hydraulically. Belt drive compressors are non-conforming.
- C. Air pressure shall be controlled by a continual intake valve modulation, which adjusts air flow to increase or decrease depending on user demand.
- D. The compressor has an integral toroidal cooler to maintain proper oil temperature.
- E. There shall be a high temperature shut down.
- F. 50 foot of 3/8" air hose with Chicago quick couplers on each end and a storage rack shall be supplied.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

	<u>Comply</u>	<u>Does Not Comply</u>
--	---------------	----------------------------

Other: _____

20. PAINT

- A. All painted surfaces shall be coated with Axalta two-part epoxy paint applied by Axalta certified painters.

Other: _____

21. TRAINING

- A. An authorized, factory representative will be made available for a full day of training at a facility designated by the bidding agency.
- B. At this training session a complete operational, mechanical and safety overview will occur.
- C. Both safety and operational manuals will be viewed and discussed with all concerned personnel.
- D. Additionally, the representative will be available at that time for "on the job" safety and field training.

Other: _____

22. SAFETY AND TRAINING MANUALS

- A. A written Safety Manual will be provided to the bidding agency.

23. PARTS

- A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.

24. AWARD

- A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner.
- B. Prior to award, the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacturer and deliver equipment on time as required.
- C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.

25. WARRANTY

- A. The manufacturer shall warranty the equipment for two years or as otherwise noted in the manufacturer's standard warranty policy.

<u>Comply</u>	<u>Does Not Comply</u>
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26. QUALIFICATIONS OF BIDDERS

- A. No bid will be considered unless the bidder can meet the following conditions:
- B. Bidder must have a parts/service location and keeps a sufficient stock of parts on hand at all times.
- C. The equipment offered is the stock model chassis that meets the requirements of the specifications without material changes or modifications.
- D. The model is regularly advertised and sold by the manufacturer.
- E. The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty-four months.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

OPTIONS REQUIRED (X if to be included)

(Customer to insert quantity for each option required)

- _____ 2 1/2 inch Pintle Hitch
- _____ 3 inch Pintle Hitch
- _____ Sealant Tip Adapter
- _____ V-shaped Squeegee (Qty.____)
- _____ 3 inch Applicator Disk
- _____ 1/2 inch Round Sealing Tip
- _____ Extra Electric Hose
- _____ Hot Air Lance
- _____ Lockable Battery Cover
- _____ Extra Hydraulic Filter
- _____ Auto Loader
- _____ Lockable Engine Cover
- _____ Fire Extinguisher Mounted on the Trailer Frame
- _____ Mast Mounted Strobe Light, Class II. _____ Mast Mounted Strobe Light, Class I/CA Title 13
- _____ Tool Box
- _____ Overnight heater
- _____ Custom Paint
- _____ Hitch Extension, 28"
- _____ Hitch Extension, 39"

APPROVED EQUAL

The approved make and model for this specification is a Crafc0 SS250 53.8 CFM. Bidders offering to supply equipment other than the approved make and model must supply a detailed description of the equipment being offered. Bidders offering to supply equipment other than the approved make and model shall also supply a list of references who have successfully heated, mixed and applied Crafc0 sealants through the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration at the agency's location within 7 days of request to verify that their unit complies with all specification requirements before their bid will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.



SPECIFICATIONS

56700 PATCHER II™ (200 GAL) DIESEL-FUELED

6165 W Detroit St. • Chandler AZ 85226
 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
 www.crafco.com

March 2019

The purpose of these specifications is to describe a double-boiler type mixer that is specifically designed for and shall be capable of heating and melting Crafco TechCrete, Mastic One, Matrix 501 and PolyPatch products. All qualified bidders must have and maintain a complete inventory of repair parts and have experienced factory-trained service personnel for this equipment.

	<u>Comply</u>	<u>Does Not Comply</u>
1. GENERAL		
A. This machine shall be the manufacturer's current production model manufactured in the United States of America.	_____	_____
B. The machine will be capable of starting at ambient temperature and be ready for operation in one and a half hours or less.	_____	_____
C. A comprehensive safety manual and an operational/maintenance manual shall be supplied with each unit.	_____	_____
D. Thermostatic control for the heat transfer medium shall be provided and shall have sufficient sensitivity to maintain product temperature within the manufacturer's specified application temperature range.	_____	_____
E. Temperature indicating devices shall have intervals no greater than 5°F (2.8°C) and shall be calibrated as required to assure accuracy.	_____	_____
F. The mixer shall have a continuous material mixing system to provide uniform viscosity and temperature of material being applied.	_____	_____
2. REQUIRED SAFETY FEATURES		
A. The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.	_____	_____
B. This unit shall have a safety chain in place to prevent accidental discharge of material.	_____	_____
C. The unit shall be oil jacketed to ensure safe heating and handling of materials. Direct fire and air jacketed units are not acceptable.	_____	_____
D. The heat transfer oil shall adequately and efficiently bring the material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot transfer oil.	_____	_____
E. All fluid tanks shall be located and mounted above the top of the trailer frame to prevent exposure and damage.	_____	_____
F. Other _____	_____	_____
_____	_____	_____

	<u>Comply</u>	<u>Does Not Comply</u>
--	---------------	------------------------

3. TOWING FRAME AND JACK

- | | | |
|---|-------|-------|
| A. This machine shall be trailer mounted. | _____ | _____ |
| B. The longitudinal side frames and tongue members of the trailer shall be on one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.70 cm) web, 3/16 inch (.48 cm) thickness with 1.75 inch (4.5 cm) flanges. | _____ | _____ |
| C. The configuration of the channels shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking. | _____ | _____ |
| D. The tongue shall be equipped with an appropriate heavy pintle hitch, and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3cm), permitting practically level towing with a wide range of towing vehicles. | _____ | _____ |
| E. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. | _____ | _____ |
| F. A screw-post tongue jack shall be a heavy duty type with a load capacity of 5,000 pounds (2,268 kg) and it shall be side mounted and swing away for positive road clearance while under tow. | _____ | _____ |
| G. Other _____
_____ | _____ | _____ |

4. RUNNING GEAR

- | | | |
|---|-------|-------|
| A. The unit shall be equipped with a dual independent rubber torsional suspension having a safe load capacity of 9,900 pounds (4,491 kg), electric brakes, modular disc wheels and ST225 R75 - 15 tubeless tires (Load Range D). | _____ | _____ |
| B. This suspension eliminates springs and shackles that rust and reduce ground clearance. | _____ | _____ |
| C. The trailer shall have dual taillights, stop lights and turn signals. | _____ | _____ |
| D. Lights shall be ICC approved. | _____ | _____ |
| E. A license plate holder shall be attached to the rear of trailer as well. | _____ | _____ |
| F. The unit shall also be equipped with two safety chains not less than 48 inches (121.9cm) of .38 inch. (.97 cm) coil proof chain, attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end. | _____ | _____ |
| G. Total shipping weight is approximately 5,300 pounds (2404 kg). | _____ | _____ |

	<u>Comply</u>	<u>Does Not Comply</u>
--	---------------	------------------------

H. Other _____

5. HEATING TANK

- | | | |
|---|-------|-------|
| A. The material heating tank shall be a U- shaped vessel with 17 inch (86 cm) radius by 48 inches (122 cm) long having a capacity of 200 gallons (757 L) at ambient temperature. | _____ | _____ |
| B. The tank will have a rear discharge with a minimum opening of 42 square inches, which drops material onto an 8 inch long spout. | _____ | _____ |
| C. The minimum height from the bottom of the spout to the ground shall be 19 inches to allow use of a material handler or optional material chutes. | _____ | _____ |
| D. A double boiler type jacket shall create a reservoir that shall hold a minimum of 35 gallons (132 L) of heat transfer oil at 70°F (21.1°C). (Note: at 500°F (260°C) the heating oil will expand approximately 18%) | _____ | _____ |
| E. The jacket shall wrap around 100% of the outside area of the material tank including the sides, front, back and bottom and allow for complete circulation of the heated transfer oil. | _____ | _____ |
| F. The tank and jacket shall be made of not less than 0.1875 inch (0.476 cm) hot roll steel. | _____ | _____ |
| G. There shall be one plug to allow the entire heat transfer oil system to be drained. | _____ | _____ |
| H. The heat transfer oil shall be ISO grade 68. | _____ | _____ |
| I. The heating tank shall be insulated with a minimum of 1.5 inch (3.81 cm) thick high temperature ceramic insulation and covered by a 12 gauge (0.27 cm) steel outer wrapper. | _____ | _____ |
| J. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period. | _____ | _____ |
| K. Tank shall have two (2) 1500 watt-110 volt electric overnight heaters. | _____ | _____ |
| L. Other _____
_____ | _____ | _____ |

6. EXPANSION TANK

- | | | |
|---|-------|-------|
| A. A vented expansion tank for heat transfer oil shall be provided. | _____ | _____ |
| B. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
---------------	----------------------------

7. HYDRAULIC SYSTEM

- | | | |
|--|-------|-------|
| A. The hydraulic system shall incorporate a hydraulic pump to power the mixer. | _____ | _____ |
| B. Mixer valve shall be solenoid operated by toggle switch located on the burner control box. | _____ | _____ |
| C. The control will allow for bi-directional operation of the mixer. | _____ | _____ |
| D. A flow control valve will be mounted by the burner control box to allow the operator to adjust the mixer operating speed. | _____ | _____ |
| E. The minimum 15 gallon (57 L) hydraulic tank will be equipped with an internal 10-micron full flow filter. | _____ | _____ |
| F. The filter shall be equipped with a restriction indicator to indicate the need for service. | _____ | _____ |
| G. Other _____
_____ | _____ | _____ |

8. INSULATION

- | | | |
|---|-------|-------|
| A. The heating tank shall be insulated with a minimum of 1-½ inch (3.81 cm) thick high temperature ceramic insulation and covered by a 12 gauge (.27 cm) steel outer wrapper. | _____ | _____ |
| B. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period. | _____ | _____ |
| C. Other _____
_____ | _____ | _____ |

9. LOADING HATCH

- | | | |
|--|-------|-------|
| A. One low profile opening for loading shall be required. | _____ | _____ |
| B. The loading height shall not exceed 61.5 inches (156 cm). | _____ | _____ |
| C. The opening shall have a minimum area of 384 square inches (2477 square cm). | _____ | _____ |
| D. One opening shall be equipped with a permanent grated internal cover plate suitable to store a material bucket to allow draining back into the material tank. | _____ | _____ |
| E. Each lid shall have a latching system to prevent accidental opening. | _____ | _____ |
| F. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
---------------	----------------------------

10. HEATING SYSTEM

- A. The heat transfer oil is heated by a 369,000 BTU diesel burner at the bottom of the heat transfer oil tank. _____
- B. The total area exposed to the burner shall be a minimum of 5,941 square inches (38,328 square cm). _____
- C. The material tank shall have a minimum of 5,736 square inches (37,006 square cm) of contact with the heat transfer oil. _____
- D. No other mechanical circulation of the heat transfer oil by a pump shall be accepted. _____
- E. Other _____ _____
_____ _____

11. IGNITION OF BURNER

- A. The burner shall be lit by a constant duty high voltage transformer powering an electric spark igniter. _____
- B. This igniter shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. _____
- C. The thermostat control is located on the curbside of the machine for operator safety. _____
- D. Other _____ _____
_____ _____

12. TEMPERATURE CONTROL

- A. The mixer shall have a thermostatic control device that will automatically regulate hot oil and material temperature. _____
- B. The control shall have a digital readout for temperatures of hot oil and material. _____
- C. The thermostat shall control burner ignition for a material temperature range from a low of 200°F (93.3°C) up to a high of 450°F (232.2°C). _____
- D. The hot oil temperature range shall be from a low of 150°F (65.5°C) up to a high of 550°F (287.7°C). _____
- E. The controls shall be activated by a single power switch. _____
- F. All temperature controls shall be contained in a single weatherproof control box. _____
- G. Other _____ _____
_____ _____

	<u>Comply</u>	<u>Does Not Comply</u>
--	---------------	------------------------

13. DRIVE AND DRIVE CONTROLS

- | | | |
|--|-------|-------|
| A. The motive force to the mixer shall be a hydraulic motor driven by a single hydraulic pump. | _____ | _____ |
| B. The drive control governing the rotational direction of the mixer shall be controlled by a solenoid operated hydraulic control valve. | _____ | _____ |
| C. The valve is electrically actuated by a toggle switch on the burner control panel and can be reversed as required. | _____ | _____ |
| D. A flow control valve can be used to adjust mixer rotational speed. | _____ | _____ |
| E. The hydraulic tank will be equipped with an internal 10-micron full flow filter that includes an indicator to indicate the need for service. | _____ | _____ |
| F. A sight level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed. | _____ | _____ |
| G. Other _____
_____ | _____ | _____ |

14. AGITATION

- | | | |
|---|-------|-------|
| A. The material shall be mixed by a hydraulically driven, full sweep horizontal mixer shaft with four opposing V- shaped paddles. | _____ | _____ |
| B. This feature ensures that material remains in complete suspension. | _____ | _____ |
| C. The mixer shaft shall be coupled from a 6 to 1 gearbox reducer to the hydraulic motor capable of 400 ft. lbs. of torque. | _____ | _____ |
| D. The mixer rotates in both directions. | _____ | _____ |
| E. For additional safety the mixer will shut off automatically when the loading hatch is opened. | _____ | _____ |
| F. Other _____
_____ | _____ | _____ |

15. ENGINE

- | | | |
|---|-------|-------|
| A. The unit shall be equipped with a diesel engine complying with the following specifications:
Electric Start
Three cyl. 19hp (14.2 kw) @ 3000 RPM, Tier 4 Final Emissions
Full Flow Oil Filter
Water cooled | _____ | _____ |
| B. The melter shall have a 26 gallon (98.4 L) diesel fuel tank for operation of the entire unit. | _____ | _____ |
| C. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
_____	_____

16. TOOL HEATING BOX AND TOOLS

- | | | |
|--|-------|-------|
| A. The tool heating box shall be 44 inches (111.7 cm) in height, 14 inches (35.5 cm) in width, and 30 inches (76.2 cm) long. | _____ | _____ |
| B. The tool heating box shall be constructed of not less than 0.105 (0.267 cm) HRS outer skin, be insulated with a minimum of 1 inch (2.5 cm) thick high temperature ceramic insulation and have 0.06 (.15 cm) stainless steel inner liner. | _____ | _____ |
| C. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period. | _____ | _____ |
| D. The diesel burner shall be bolted to the side of a combustion chamber and the tool heating box is welded to the top of this chamber. | _____ | _____ |
| E. The burner shall have a minimum of 82,000 BTU supplied by a 12Vdc burner. | _____ | _____ |
| F. The burner shall be controlled by an "On" – "Off" switch located at the rear of the machine. | _____ | _____ |
| G. The tool heating box shall include a front door opening for heating larger tools. The door opening shall be 26.8 inches (68.1 cm) in height, and 11.5 inches (29.2 cm) in width. The door opening is designed in such a way to support the tool handle when the door is closed. | _____ | _____ |
| H. The tool heating box shall include a side door opening for cleaning out used material. The door opening shall allow access to the entire lower portion of the burner box. | _____ | _____ |
| I. The tool heating box shall include an internal removable deflector/chute to protect the burner from tool damage and to direct used material into the collection area away from the burner. | _____ | _____ |
| J. Tools included shall be: Two (2) each ironing wands, One (1) each chute scraper, One (1) each tank scraper, Two (2) each metal coal buckets. | _____ | _____ |
| K. Other _____
_____ | _____ | _____ |

17. PAINT

- | | | |
|---|-------|-------|
| A. All painted surfaces shall be coated with Axalta two part epoxy paint applied by Axalta certified painters | _____ | _____ |
| B. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
---------------	----------------------------

18. MISCELLANEOUS

- | | | |
|--|-------|-------|
| A. There shall be a gate valve at the rear of the machine. | _____ | _____ |
| B. Other _____
_____ | _____ | _____ |

19. TRAINING

- | | | |
|--|-------|-------|
| A. An authorized, factory-trained representative will be made available for a full day of training at a facility designated by the bidding agency. | _____ | _____ |
| B. At this training session a complete operational, mechanical and safety overview will occur. | _____ | _____ |
| C. Both safety and operational manuals will be viewed and discussed with all concerned personnel. | _____ | _____ |
| D. Additionally, the representative will be available at that time for "on the job" safety and field training. | _____ | _____ |
| E. Other _____
_____ | _____ | _____ |

20. SAFETY AND TRAINING MANUALS

- | | | |
|--|-------|-------|
| A. A written Safety Manual will be provided to the bidding agency. | _____ | _____ |
|--|-------|-------|

21. PARTS

- | | | |
|---|-------|-------|
| A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility. | _____ | _____ |
|---|-------|-------|

22. AWARD

- | | | |
|---|-------|-------|
| A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner. | _____ | _____ |
| B. Prior to award the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacturer and deliver equipment on time as required. | _____ | _____ |
| C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation. | _____ | _____ |

23. WARRANTY

- | | | |
|--|-------|-------|
| A. The manufacturer shall warranty the equipment for two years or as otherwise noted in the manufacturer's standard warranty policy. | _____ | _____ |
|--|-------|-------|

24. QUALIFICATIONS OF BIDDERS

- | | | |
|---|-------|-------|
| A. No bid will be considered unless the bidder can meet the following | _____ | _____ |
|---|-------|-------|

	<u>Comply</u>	<u>Does Not Comply</u>
--	---------------	------------------------

conditions:

B. Bidder must have a parts/service location and keeps a sufficient stock of parts on hand at all times.

C. The equipment offered is a stock model chassis that meets the requirements of the specifications without material changes or modifications.

D. The model is regularly advertised and sold by the manufacturer.

E. The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty-four months.

OPTIONS (X if to be included):

_____ Removable Material Chute

The material chute shall be minimum 37 inches (93.98 cm) in length by 8 inches (20.3 cm) in width by 4 inches (10.2) in depth with a steel thickness of 0.1345 inches (0.34 cm). To aid in placement of material from machine directly into repair area.

_____ Propane Torch and Bottle

30 lb. bottle with regulator, 500,000 BTU propane hand torch with 20 foot (6.1 meter) hose.

_____ Heated (heat transfer oil) Removable Material Chute

The heat transfer oil heated material chute shall be minimum 37 inches (93.98 cm) in length by 8 inches (20.3 cm) in width by 4 inches (10.2) in depth with a steel thickness of 0.1345 inches (0.34 cm). A hydraulic driven 1.5 GPM heat transfer oil pump will circulate the oil from the heat transfer oil tank into the heated chute and back into the heat transfer oil tank. The heated chute shall pivot under the material drain and be easily removable. The heat transfer oil lines going to the chute shall have swivels and be insulated to protect the machine operators from burns. There shall be shut off valves on the heat transfer oil lines between the chute and the tank.

_____ Hot Mastic Applicator

For handling and distributing of PolyPatch material from the Patcher to the repair area. Propane heated with material side discharge gate.

_____ Shoe Boxes (various sizes):

_____ Deep Small 8 X 8 X 6

_____ Shallow Small 8 X 8 X 3

_____ Deep Medium 8 X 10 X 6

_____ Shallow Medium 8 X 10 X 3

_____ Deep Large 8 X 12 X 6

_____ Shallow Large 8 X 12 X 3

_____ Deep X Large 8 X 14 X 6

_____ Shallow X Large 8 X 14 X 3

_____ Center Drag Boxes (Non-heated or Heated Material Chute is required for use)

_____ 10" Wide

_____ 3' Wide

_____ 24" Wide

_____ 4' Wide

_____ 2 ½ Inch Pintle Hitch

_____ 3 Inch Pintle Hitch

_____ Hot Air Lance

_____ Extra Hydraulic Filter

_____ Fire Extinguisher mounted on the Trailer

_____ Tool Box

_____ Custom Paint

_____ Engine Cover

_____ Surge Brakes

_____ Mast Mounted Strobe Light, Class II.

- _____ Mast Mounted Strobe Light, Class I/CA Title 13
- _____ Rear Work Light
- _____ Hitch Extension, 28"
- _____ Hitch Extension, 39"

APPROVED EQUAL

The approved make and model for this specification is a Crafcro Patcher II. Bidders offering to supply other than the approved make and model must supply a detailed description of the equipment being offered. Bidders offering to supply equipment other than the approved make and model shall also supply a list of references of who have successfully heated, mixed and applied Crafcro TechCrete, Mastic One, Matrix 501 and PolyPatch through the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration to verify that their unit complies with all specification requirements before their bid will be considered.

Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.