

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
707EC014

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/19/2006				

BID OPENING DATE: 11/29/2006 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</p>						

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<p>BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4)</p>						

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<p>YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH</p>						

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<p>PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 707EC014</p> <p>BID OPENING DATE AND TIME</p>						
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ 707EC014 ***** TOTAL: _____						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 512-3-G

1500 GALLON ASPHALT DISTRIBUTOR
MOUNTED ON A 32,000 LB. GVW CHASSIS CAB TRUCK

1.0 PURPOSE

It is the purpose of these specifications to describe a 1500 Gallon Asphalt Distributor Mounted on a 32,000 Lb. GVW Chassis Cab Truck (hereinafter referred to as a "distributor" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications". The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days. The vendor is responsible for establishing and coordinating delivery terms with allied

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

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

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

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

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

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

5.0 AWARD CRITERIA

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

Prices for the units shall be in quantities of 1-10, 11-20, and 21 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2006 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

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

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

6.3 TRAINING:

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

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement

parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

Minimum two (2) year basic bumper to bumper warranty shall be included with the unit.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

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

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

SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

- 7.0 CAB AND CHASSIS:
Minimum two (2) year basic bumper to bumper warranty.
- 7.1 GVW plate rating: 32,000 lbs.
- 7.2 Cab to axle dimensions to be 102 inches minimum.
- 7.3 Wheel base to be 172 inches.
- 7.4 Manufacturer shall provide a frame that meets or exceeds all Federal requirements for GVWR specified that extends forward beyond the grille a minimum of 12 inches.
 - 7.4.1 Frame yield strength 110,000 PSI.
 - 7.4.2 R.B.M. 1,100,000.
- 7.5 Cab should be manufacturer's standard steel, aluminum, and/or fiberglass, equipped with one (1) piece tilt hood and fenders.
 - 7.5.1 Cab door locks, both doors, keyed alike.
 - 7.5.2 Cab to have dual sun visors.
 - 7.5.3 Cab to have arms rests, right and left hand doors.
 - 7.5.4 Seats to be fully adjustable air ride driver's and passenger seat; high back with head rest, cloth covered equipped with 3 point safety belts.
 - 7.5.5 Cab to have rubber floor mats throughout cab area.
 - 7.5.6 Manufacturer's standard turn signals, self-canceling type with 4-way hazardous flashers.
 - 7.5.7 Cab to have manufacturer's heaviest duty heater and defroster.
 - 7.5.8 Windshield wipers and washers shall be manufacturer's heaviest duty type with intermittent features. Washer system to have largest reservoir offered by manufacturer.
 - 7.5.9 Unit to be equipped with Manufacturer's AM and FM radio.
- 7.6 Instruments: Manufacturer's gauges; to feature warning lights, buzzers, or area of unsafe operation in red background to inform operator when operating conditions are exceeded.
 - 7.6.1 Engine oil pressure gauge with warning buzzer or light.

- 7.6.2 Engine coolant temperature with warning buzzer or light.
- 7.6.3 Voltmeter or Ammeter
- 7.6.4 Engine RPM Tachometer
- 7.6.5 Speedometer with odometer
- 7.6.6 Primary air pressure with warning buzzer or light.
- 7.6.7 Auxiliary air pressure with warning buzzer or light.
- 7.6.8 Air filter restriction indicator (dash mounted).
- 7.6.9 Engine hour meter (controlled by engine operation, not by key switch).
- 7.6.10 Fuel gauges(s)
- 7.6.11 Rear view mirrors are to be dual, heated west coast type, approximate size 16 inches adjustable, with convex mirror, stainless steel or aluminum housing and mounting brackets.
- 7.6.12 Grab handles for right hand and left hand sides of cab, rear of door opening.
- 7.6.13 Manufacturer's standard backup alarm, must be OSHA approved.
- 7.6.14 Manufacturer's standard air horns, cab mounted.
- 7.6.15 Manufacturer's standard air conditioning.
- 7.6.16 Front bumper made to accommodate front mounted hydraulic pump.
- 7.7 Engine:
 - 7.7.1 Diesel engine to be 230 horsepower minimum at 2300 RPM approximately.
 - 7.7.1.1 Peak torque 605 approximate
 - 7.7.1.2 Engine shall be equipped with engine brake: compression, compression/exhaust, or exhaust
 - 7.7.2 A single vertical exhaust pipe with horizontal muffler that shall meet all Federal noise abatement requirements. Exhaust to the passenger side of unit. Heat shield on vertical exhaust.
 - 7.7.3 Heaviest duty O.E.M. filter systems (all) offered.
 - 7.7.4 Engine manufacturer shall make provisions to mount stationary front hydraulic pump.
 - 7.7.5 Diesel fuel heater in fuel line system.

- 7.7.6 Engine block heater with minimum 1250 watts, 120 v rating to include weather proof spring loaded cap over plug
- 7.7.7 Unit to be equipped with dash mounted locking hand throttle, or cruise control feature.
- 7.8 Clutch to be Eaton Fuller, two plate, ceramic 14 inch diameter, mechanical pull type control and with kwik-adjust manual feature or equal (Solo not acceptable).
- 7.9 Cooling system: The cooling system shall be capable of maintaining engine temperature within the manufacturer's recommended range during continuous operation. The system shall incorporate a thermostat and bypass for warmup and shall be filled with permanent type Dex-Cool rated to a minus 30 degrees F or lower.

Unit shall provide adequate temperature control in summer operations (utility hauling in 50°F to 95°F climatic temperatures: Altitude that vehicle will operate in varies from a low elevation of 250 feet above sea level to a high elevation of 4700 feet above sea level with most operating occurring between 400 feet and 2600 feet above sea level.

The radiator, if required, shall have four (4) inch square (minimum) opening to facilitate the installation of a crankshaft driven PTO drive shaft. The distance between the extreme tip of the radiator fan blade and the centerline of the crankshaft to be a minimum of three (3) inches to insure adequate clearance for PTO driveshaft.

7.10 Fuel Tanks:

- 7.10.1 Dual tanks with steps.
- 7.10.2 Capacity is to be 45 gallons each and shall comply with FMVSS.
- 7.10.3 Filler cap to be chain tethered to fuel tank to prevent loss.

7.11 Electrical System:

- 7.11.1 Manufacturer's 12 volt negative ground system.
- 7.11.2 Alternator capacity shall be 110 AMPS minimum brushless with internal regulator.
- 7.11.3 Wiring to be Manufacturer's heavy duty hypalon type encased in wire looms and secured to unit chassis with 12 inches intervals.
- 7.11.4 All lighting (number, location, and color) shall conform to the West Virginia Motor Vehicle Code, I.C.C. cab marker lights shall be the armored type.
- 7.11.5 Strobe light Target Tech Model Multi-flash, 5x, 12/48 VDC, 11 Jules with dash mounted switch, generating not more than 1.0 UV of interference on a radio receiver with 12 DB of quieting.

- 7.11.6 Lighting: Weather/shock resistant lights LED type with average amp draw between .045 - .72. Grote/Truck Light or equal. All connections to have sure snap plug assemblies and epoxy sealed electronics to protect against shock and vibration.
- 7.12 OSHA approved audible back up alarm, electric type
- 7.13 Manual transmission: Fuller RT8908LL, transmission torque capacity shall exceed provided engine torque
- 7.14 Spicer 1710 series drive line or equivalent featuring greasable main shaft .
- 7.15 Rear Axle:
 - 7.15.1 Rear axle capacity to be 23,000 lbs Eaton Model 23121 or equivalent.
 - 7.15.2 Rear spring capacity shall be approximately 23,000 lbs, auxiliary load stabilizing springs should be 4500 lbs capacity.
 - 7.15.3 Ratio: Gear ratio to be determined by bidder; **however, these vehicles should be capable of obtaining 300 FPM at approximately 1200 RPM and a minimum top road speed of 65 MPH.**
- 7.16 Front Axle:
 - 7.16.1 Front axle capacity shall be 12,000 lbs; I-beam type.
 - 7.16.2 Unit to have heavy duty shock absorbers.
 - 7.16.3 Unit to have Stemco, or equal, clear view hub seals equipped with filler plug.
- 7.17 Brakes:
 - 7.17.1 Brakes shall be full air, S-Cam type drum brakes.
 - 7.17.2 Compressor: Manufacturer's selected model, 13.2 CFM minimum.
 - 7.17.3 Service Brake Size:
 - 7.17.3.1 Rear brakes 16 2 inches x 7 inches.
 - 7.17.3.2 Front brake 15 inches x 4 inches.
 - 7.17.3.3 Air Dryer with heater Bendix Westinghouse AD-9 or equal.
 - 7.17.3.4 Parking brakes spring set, air release actuating rear axle service brakes. Instrument panel control.
 - 7.17.3.5 Manufacturer's standard air tanks for service brakes; auxiliary tank for parking brake.

- 7.17.3.6 Low air pressure warning light and buzzer.
- 7.17.3.7 Brakes shall meet or exceed all Federal and State standards. Divided air tanks are acceptable provided brake system meets or exceeds Federal and State standards.
- 7.18 Tires and Wheels:
 - 7.18.1 Rim, front and rear 22.5 x 8.25 hub piloted steel disc type.
 - 7.18.2 Tires front and rear 11R22.5G, highway tread, radial, tubeless Goodyear G-159 or equal.
- 7.19 Manufacturer's standard power steering for front axle specified.
- 7.20 Unit shall include all other features considered as standard equipment but not specifically addressed above.
- 7.21 Paint:
 - 7.21.1 Cab exterior and interior to be painted Federal Standard White 595A (No. 17875) or approved equal.
 - 7.21.2 Chassis is to be painted Manufacturer's Standard Black.
 - 7.21.3 Grille to be Manufacturer's standard grille paint similar to silver or aluminum in color. Grilles made from bright finish or bright plated material do not require painting.
 - 7.21.4 Wheels and rims are to be painted Blue.
 - 7.21.5 Fuel tanks, steps are to be painted Blue.
- 7.22 Detail and Decorative Stripes with Logo shall be installed by successful vendor.
 - 7.22.1 Approximately 2 inch width with taper at front of hood.
 - 7.22.2 WV DOH logo (to be supplied by WVDOH) is attached (black and white copy) and is approximately 7 inches tall by 7 inches wide. Area behind logo and within 2 inch of logo is not to be striped.
 - 7.22.3 Upper Stripe Color: Dark Blue.
 - 7.22.4 Lower Stripe Color: Gold.
 - 7.22.5 Striping material shall meet or exceed the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheetings must meet requirements of NHSTA, D.O.T. 49CFR Part 571 Federal Motor Vehicle Safety standards and be D.O.T. approved.

- 7.22.6 The sheeting for striping is to be not more than .008" thick having approximately 47,000 micro prisms per square inch and come with an aggressive high tach pressure sensitive adhesive. Reflexite or equal.
- 7.22.7 Successful Bidder should consult with the WVDOH of proposal for striping.
- 7.22.8 Bidder should attach his proposed paint plan with this bid. It should include a proposed striping detail on a cab silhouette sheet. Bidder may modify attached striping plan to fit his particular hood and cab shape.
- 7.22.9 In order to test the adhesive quality of the paint, the DOH, may at its option, require that the Vendor measure adhesion by the criteria setforth in ASTM D3359-74 Method B. A rating of less than 4 on this test would be deemed unacceptable.
- 7.22.10 Manufacturer's standard plant painting procedures for cleaning, degreasing, preparing, priming and painting are sufficient to meet this requirement for painting of cab (white) and chassis (black). Cab will not be painted white over top another finish color.
- 7.22.11 The Department reserves the right to review larger paint samples after award of contract and the right to require subtle color changes. Such changes, if any, will only be used for selecting a suitable paint color to match the WVDOH logo.
- 7.23 Vendor must certify that the unit offered will meet or exceed the Occupational Safety and Health Act of 1970" and subsequent amendments.
- 7.24 Advertising: Visible decals or name plates or painted on names representing the Manufacturer or mode number or trademark appearing on the exterior surface of the unit should be minimal.
- 7.25 Preventive Maintenance and Operators Orientation/Training:
- 7.25.1 The Manufacturer or Dealer shall provide preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e. videos, charts, manuals, etc., to be furnished by successful vendor.
- 8.0 Specifications and Guideline for the Asphalt Distributor:
- The equipment furnished under these specifications to be latest improved model in current production, as offered to commercial trade and to be of quality workmanship and material and that all equipment offered under these specifications to be current year.
- Minimum two (2) year basic bumper to bumper warranty.
- 8.1 Distributor to perform the following:
- 8.1.1 Fill tank by on-board pump from outside source into bottom of tank to eliminate foaming of the product. (emulsified asphalt).
- 8.1.2 Distributor shall be capable of circulating material in spray bar.

- 8.1.3 Unit must spray at a constant preset application rate regardless of variance in truck speed.
- 8.1.4 Unit to be capable of recirculating material in spray bar to tank.
- 8.1.5 Hand spray wand with twenty-five feet of three-fourth (3/4) inch hose, swivel connections and brackets for hose storage. Hose reel shall be included.
- 8.1.6 Unit must be capable of returning material in hand spray back to tank.
- 8.1.7 Proposed unit should pump material back to supply vehicle or another tank.
- 8.1.8 Pump must be capable of returning material in spray bar to tank by pump suction without reversing the pump direction
- 8.1.9 There shall be the capability of controlling all spreading functions, bar height, application rate, bar width and shift from the cab while spreading.
- 8.1.10 The circulating system shall have provision for easy draining independently of the pump and for flushing and cleaning.
- 8.2 Tank and Fittings:
 - 8.2.1 Capacity shall be 1500 U.S. gallons.
 - 8.2.2 The tank to be oval in cross section, with the long axis horizontal in order to obtain the most advantageous load distribution on the chassis.
 - 8.2.3 The shell material to be ten (10) gauge minimum.
 - 8.2.3.1 Tank heads to be ten (10) gauge, minimum flanged and dished and welded to tank shell.
 - 8.2.3.2 Surge plates or baffles, spaced for tank strength and surge control.
 - 8.2.3.3 Openings in baffles shall be adequate for the free flow of material and large enough for a crawl through inspection.
 - 8.2.4 A well on top of the tank to be provided with a minimum wall height of four (4) inches.
 - 8.2.4.1 A twenty inch manhole to be located inside the well with a hinged, quick-opening cover and fitted with a high temperature gasket.
 - 8.2.4.2 Three (3) inch diameter flow pipe to be fitted inside the well to drain through the bottom of the tank clearing all chassis members.
 - 8.2.4.3 Unit shall be equipped with roll over protection, which adheres to HM-198A/HM-183 DOT hot asphalt requirement.

- 8.2.5 Tank shall have approximately two (2) inches of one (1) lb. density fiberglass insulation with approximately .040 aluminum jacket.
- 8.2.6 Tank mountings shall be single blade bolster or saddle design resiliently (steel spring) attached to frame in four (4) positions to allow for any twisting motion, expansion or contraction.
 - 8.2.6.1 Tank mounting to be on wooden block pads.
- 8.2.7 Tank design and construction shall meet all applicable Federal cargo tank regulations.
- 8.3 Spray Bar:
 - 8.3.1 Unit to have a twelve (12) foot overall length bar with full internal circulation.
 - 8.3.2 Two (2) foot long, folding wing sections on each side of spray bar, controlled from cab.
 - 8.3.3 Spray bar shall have hydraulic power folding for road travel.
 - 8.3.4 Spray nozzles multi-material v.slot for seal and chip work with emulsified asphalts and .20-.55 gallon per square yard and 7.5-12 G.P.M. per foot application rates.
 - 8.3.5 Spray nozzles to be located outside spray bar.
 - 8.3.6 Spray bar to have air cylinder with solenoid cut off control in one (1) foot increments.
 - 8.3.7 Spray bar to be capable of raise, lower and shift from side to side.
 - 8.3.8 All bar functions must be controlled from console located in truck cab and also bar shift and lift from ground level at rear control panel.
 - 8.3.9 Spray bar in folded position must not exceed eight (8) feet.
 - 8.3.10 All air solenoid valves to be equipped with manual overrides for the solenoids.
 - 8.3.11 Metering and Gauging to be equipped with a digital readout meter, (gallons/minute) mounted on the cab console, capable of receiving signal transmitted from magnetic sender positioned on the hydraulic drive motor of the asphalt pump.
 - 8.3.12 Bitumeter (feet/minute) shall be truck frame mounted radar device with in cab digital readout.
 - 8.3.13 Tank gauge to be float type internally mounted with mechanical gauge outside, calibrated in fifty (50) gallon increments with gauge readout visible from driver's position through rear view mirror.
 - 8.3.14 Spray bar section wet box mounted between truck frame members at rear of unit. Box will have a top mounted door and is designed to hold bar sections, tools and nozzles in a wash solution.

- 8.4 Asphalt Pump to be rotary gear, positive displacement type designed to handle all grades of liquid asphalt.
 - 8.4.1 Pump to have a capacity of 400 gallons per minute with four (4) inch suction and four (4) inch discharge openings minimum.
 - 8.4.2 System shall be provided with hydraulic pressure relief valve or by-pass arrangement to eliminate danger of excessive pressure in the lines and permit by-passing of material when valves are closed.
 - 8.4.3 Strainer(s) readily accessible for cleaning, to be installed in the pump's intake line(s) to prevent foreign objects from entering and damaging the pump.
 - 8.4.4 Pump shall be equipped with a flow gauge located in the truck's cab readily visible to the operator.
- 8.5 Unit shall be equipped with hydrostatic type transmission.
 - 8.5.1 Hydraulic pump shall be mounted at the front of the truck on frame extensions and be driven by the engine crankshaft.
 - 8.5.1.1 PTO shaft to have guard(s) to protect the radiator from damage.
 - 8.5.1.2 Hydraulic pump to be hydrostatic type with controls in the truck's cab convenient to operator.
 - 8.5.2 Hydraulic motor to be fixed displacement, piston or vane type, complete with hydraulic reservoir.
 - 8.5.2.1 A temperature gauge and replaceable element type filter (10 micron) incorporated in the hydraulic system.
- 8.6 Piping Valves and Screens:
 - 8.6.1 Intake piping to be a minimum three (3) inch I.D. with long radius flow bends.
 - 8.6.2 Discharge piping to be a minimum two (2) inches to three (3) inches with long radius flow bends.
 - 8.6.3 Load screen should be (3/16) inches minimum mesh size, cylindrical construction, full flow, easy clean.
 - 8.6.4 Bar screen should be (3/16) inches minimum mesh size, cylindrical construction, full flow, easy clean.
 - 8.6.5 Pump screen should be (3/16) inches minimum mesh size, cylindrical construction, full flow, easy clean.

- 8.6.6 Pump suction line to extend a minimum 24 inches from the pump strainer box for easy filling and fitted in such a manner as to eliminate flow-back when fill line is disconnected from the loading hose.
- 8.7 Ladder, and Catwalks:
- 8.7.1 A ladder shall be provided at rear or side of tank for access to top of tank with grip-strut safety steps and hand holds and catwalk for access to upper manhole area.
- 8.8 Fenders are to be full formed 16 gauge steel fenders over rear axle with rubber flaps.
- 8.9 Heating Flue to have two (2) six (6) inch standard pipe, two (2) pass, full tank length, internally mounted with slip rings and exhaust stack.
- 8.10 Heating System to be high pressure diesel heater type, consisting of an electrically driven blower with an integral fuel pump that draws diesel fuel from the truck tank.
- 8.10.1 The system shall be complete with flue liners, air control valves, air pressure relief valve, and all pressure relief valves for pressure control.
- 8.10.2 Operation of heating system to be totally push button.
- 8.11 Unit shall have a wash down system with electric powered pump, tank, spray hose, and wand.
- 8.12 The bitumen pump system shall include a self flushing line from a 25 gallon flushing oil tank or heating system with float level gauge and line to asphalt pump to clean asphalt pump, valve, and circulating system. The flushing oil tank must be located away from burners for safe operation.
- 8.13 Unit shall be mounted and tested by manufacturer.
- 8.14 Loading hoses are to be ten (10) feet by three (3) inches flexible hi-pressure rubber loading hoses with quick acting connector for attaching to filler connection of the Distributor.
- 8.15 A minimum four (4) inch dial thermometer 50°F - 500°F located in a protected area to register average temperature of tank contents.
- 8.16 A frame mounted tool box shall be provided approximately 18 inches wide by 24 inches long by 18 inches deep to store all necessary tools. To have hinged door with flush-type lock. A second tool box approximately 24 inches x 9 inches shall be mounted under the tank side.
- 8.17 All necessary special tools for operation and maintenance of the distributor shall be provided along with an extra supply of gaskets and pump packing.
- 8.18 Paint with the exception of the aluminum tank covering and trim, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted, the maintenance unit to be painted Dupont Black Enamel No. 99A or equivalent.

NOTE: Vendor should type Bidder's Evaluation Report

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 512-3-G

1500 GALLON ASPHALT DISTRIBUTOR
MOUNTED ON A 32,000 LB. GVW CHASSIS CAB TRUCK

NOTE TO BIDDER: Procurement Specification No. 512-3-G, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: _____

Bidder's Name: _____

Address: _____

Telephone Number: _____

Years Bidder has been registered to do business with the State of West Virginia: _____ YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: _____ Calendar Days After Date of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: _____ Calendar Days After Date of Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Prices for unit in quantities of

	1-10	_____ per unit
	11-20	_____ per unit
	21 and over	_____ per unit

X6.0 SPECIFICATIONS - GENERAL

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

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

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units? _____ YES _____ NO

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

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

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

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

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

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

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

TRANS. MAKE: _____ MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished to the Training Academy? _____ YES _____ NO

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? _____ YES _____ NO

Is a minimum two (2) year bumper to bumper basic warranty included? _____ YES _____ NO

Describe: _____

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURERS TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH (If additional lines are needed, make copies of form.)

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

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

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

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

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

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

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

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

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? _____ YES _____ NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? _____ YES _____ NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? _____ YES _____ NO

SPECIFICATIONS OF THE QUOTED UNIT

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

X7.0 CAB AND CHASSIS:

Is a minimum two (2) basic bumper to bumper warranty? _____ YES _____ NO

Manufacturer: _____ Model: _____

X7.1 GVW plate rating: _____ lbs?

X7.2 Cab to axle dimensions _____ inches?

X7.3 Wheel base _____ inches?

X7.4 Does manufacturers frame meet Federal requirements for GVWR specified and extend forward beyond the grille 12 inches? _____ YES _____ NO

X7.4.1 Frame yield strength _____ PSI?

X7.4.2 R.B.M. _____ ?

X7.5 Is cab provided Manufacturer's standard steel, aluminum, and/or fiberglass, equipped with one (1) piece tilt hood and fenders? _____ YES _____ NO

- X7.5.1 Is cab door locks, both doors, keyed alike? _____ YES _____ NO
- X7.5.2 Does cab have dual sun visors? _____ YES _____ NO
- X7.5.3 Does cab have arm rests, right/left hand doors? _____ YES _____ NO
- X7.5.4 Are seats fully adjustable air ride driver's and passenger side high back with head rest, cloth covered equipped with 3 point safety belts? _____ YES _____ NO
- X7.5.5 Does cab have rubber floor mats throughout cab area? _____ YES _____ NO
- X7.5.6 Has manufacturers turn signals, self-canceling type with 4-way hazardous flashers? _____ YES _____ NO
- X7.5.7 Does cab have manufacturer's heaviest duty heater and defroster? _____ YES _____ NO
- X7.5.8 Does windshield wipers/washers manufacturers heaviest duty with intermittent features and largest reservoir offered by Manufacturer? _____ YES _____ NO
- X7.5.9 Is unit equipped with manufacturers AM/FM radio? _____ YES _____ NO
- X7.6 Are manufacturers gauges equipped with warning lights, buzzers, or area of unsafe operation in red background to inform operator when operating conditions are exceeded? _____ YES _____ NO
- X7.6.1 Engine oil pressure gauge with warning buzzer or light? _____ YES _____ NO
- X7.6.2 Engine coolant temperature with warning buzzer or light? _____ YES _____ NO
- X7.6.3 Voltmeter or ammeter? _____ YES _____ NO
- X7.6.4 Engine RPM tachometer? _____ YES _____ NO
- X7.6.5 Speedometer with odometer? _____ YES _____ NO
- X7.6.6 Primary air pressure with warning buzzer or light? _____ YES _____ NO
- X7.6.7 Auxiliary air pressure with warning buzzer or light? _____ YES _____ NO
- X7.6.8 Air filter restriction indicator (dash mounted)? _____ YES _____ NO
- X7.6.9 Engine hour meter (controlled by engine operation, not by key switch)? _____ YES _____ NO
- X7.6.10 Fuel gauges? _____ YES _____ NO
- X7.6.11 Rear view mirrors dual heated west coast type, 16 inch adjustable, with convex mirror and constructed of stainless steel or aluminum housing and mounting brackets? _____ YES _____ NO
- X7.6.12 Grab handles mounted for right/left hand sides of cab, rear of door opening? _____ YES _____ NO

- X7.6.13 Manufacturers standard/OSHA approved backup alarm? YES NO
- X7.6.14 Manufacturers standard air horns, cab mounted? YES NO
- X7.6.15 Manufacturers standard air conditioning? YES NO
- X7.6.16 Front bumper constructed to accommodate front mounted hydraulic pump? YES NO
- X7.7 Engine:
- X7.7.1 Diesel engine: _____ horsepower at _____ R.P.M?
 Manufacturer: _____ Model: _____
- X7.7.1.1 Peak torque _____ lb. ft.
- X7.7.1.2 Is engine equipped with engine brake: compression, compression/exhaust, or exhaust?
 YES NO
- X7.7.2 Has single vertical exhaust pipe with horizontal muffler meets Federal noise abatement requirements/exhaust to the passenger side of unit/heat shield on vertical exhaust?
 YES NO
- X7.7.3 Heaviest duty O.E.M. filter systems (all) provided? YES NO
- X7.7.4 Does engine manufacturer make provisions to mount stationary front hydraulic pump?
 YES NO
- X7.7.5 Is diesel fuel heater in fuel line system? YES NO
- X7.7.6 Engine block heater _____ watts? 12 v rating that includes weather proof spring loaded cap over plug
 YES NO
- X7.7.7 Is unit equipped with dash mounted locking hand throttle or cruise control feature?
 YES NO
- X7.8 Clutch: _____ two plate YES NO
 Ceramic 14 inch diameter YES NO mechanical pull type control and with kiwk-adjust manual feature YES NO
- X7.9 Is cooling system capable of maintaining engine temperature within the engine manufacturer's Recommended range during continuous operations, equipped with thermostat and by-pass and filled with permanent type Dex-Cool rated to -30°F? YES NO
- Does unit provide adequate temperature control in summer operations (utility hauling in 50°F to 95°F)/ Altitude that vehicle will operate in varies from a low elevation of 250 feet above sea level to a high Elevation of 4700 feet above sea level w/most operating occurring between 400 feet and 2600 feet above sea level?
 YES NO

Does radiator (if required) have 4 inch square opening to facilitate the installation of crankshaft driven PTO drive shaft/the distance between the extreme tip of the radiator fan blade/centerline of the Crankshaft should be 3 inches to insure adequate clearance for PTO driveshaft?

_____ YES _____ NO

X7.10 Fuel Tanks:

X7.10.1 Are dual tanks with steps provided? _____ YES _____ NO

X7.10.2 Capacity for each tank: _____ gallons and comply with FMVSS _____ YES _____ NO

X7.10.3 Is filler cap chain tethered to fuel tank to prevent loss? _____ YES _____ NO

X7.11 Electrical System:

X7.11.1 Is manufacturer's 12 volt negative ground system provided? _____ YES _____ NO

X7.11.2 Alternator: _____ AMPS brushless with internal regulator? _____ YES _____ NO

X7.11.3 Is manufacturer's heavy duty hypalon type wiring encased in wire looms/secured to chassis with 12 inches intervals? _____ YES _____ NO

X7.11.4 Does lighting meet WV Motor Vehicles Code, ICC cab marker lights armored type? _____ YES _____ NO

X7.11.5 Strobe light: _____
Dash mounted switch, generating not more than 1.0 UV of interference on a radio receiver with 12 DB of quieting? _____ YES _____ NO

X7.11.6 Is lighting weather/shock resistant lights LED type with average amp draw between .045-.72 _____ YES _____ NO

Manufacturer/Model: _____

Do all connections have sure snap plug assemblies and epoxy sealed electronics to protect against shock and vibration _____ YES _____ NO

X7.12 Does unit have an OSHA approved audible back up alarm, electric type _____ YES _____ NO

X7.13 Manual transmission:

Make and model: _____ transmission torque capacity exceeds provided engine torque _____ YES _____ NO

X7.14 Driveline:

Make and model: _____ greasable main shaft _____ YES _____ NO

X7.15 Rear Axle:

X7.15.1 Rear axle capacity: _____ lbs Make and model: _____

X7.15.2 Rear spring capacity: _____ lbs. auxiliary load stabilizing springs _____ lbs. capacity

X7.15.3 Gear ratio: _____ Vehicles are capable of obtaining 300 FPM at _____ RPM and Is gear ratio for vehicle capable of obtaining 3 MPH @ 1500 RPM/a minimum top road speed of 65 MPH? _____ YES _____ NO

X7.16 Front Axle:

X7.16.1 Front axle capacity: _____ lbs. I-beam type _____ YES _____ NO

X7.16.2 Does unit have heavy duty shock absorbers? _____ YES _____ NO

X7.16.3 Does unit have Stemco or equal, clear view hub seals equipped with filler plug? _____ YES _____ NO

X7.17 Brakes:

X7.17.1 Are brakes full air, S-Cam type drum brakes? _____ YES _____ NO

X7.17.2 Compressor: Model: _____ CFM

X7.17.3 Service Brake Size:

X7.17.3.1 Rear brakes _____ inches x _____ inches?

X7.17.3.2 Front brakes _____ inches x _____ inches?

X7.17.3.3 Air dryer with heater _____ YES _____ NO Manufacturer/model: _____

X7.17.3.4 Are parking brakes spring set, air release actuating rear axle service brakes/instrument panel control? _____ YES _____ NO

X7.17.3.5 Are manufacturers standard air tanks for service brakes; auxiliary tank for parking brake? _____ YES _____ NO

X7.17.3.6 Low air pressure warning light/buzzer? _____ YES _____ NO

X7.17.3.7 Will brakes meet Federal/State requirements? _____ YES _____ NO
Divided air tanks _____ YES _____ NO Do they meet Federal/State standards
_____ YES _____ NO

X7.18 Tires and Wheels:

X7.18.1 Rim, front and rear: _____ x _____ hub piloted steel disc type? _____ YES _____ NO

X7.18.2 Tire size front and rear: _____
Tread design _____ Radial _____ YES _____ NO
Tubeless _____

X7.19 Manufacturer's standard power steering for front axle specified? _____ YES _____ NO

X7.20 Other standard features not addressed:

X7.21 Paint:

- X7.21.1 Is cab exterior/interior painted Federal Standard White 595A (No. 17875) or approved equal? YES NO
- X7.21.2 Is chassis painted manufacturer's Standard Black? YES NO
- X7.21.3 Is grille painted manufacturer's standard silver or aluminum in color? YES NO
- X7.21.4 Are wheels/rims painted Blue? YES NO
- X7.21.5 Are fuel tanks, steps painted Blue? YES NO
- X7.22 Will detail and decorative stripes with logo be installed by successful vendor YES NO
- X7.22.1 Is approximately 2" width with taper at front hood? YES NO
- X7.22.2 Area behind logo and within 1/2" of logo is not to be striped.
- X7.22.3 Is upper stripe color dark blue? YES NO
- X7.22.4 Is lower stripe color gold? YES NO
- X7.22.5 Does striping material meet or exceed the requirements of ASTM D4956-91 Type V Sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet requirements of NHSTA, D.O.T. 49CFR Part 571 Federal motor Vehicle Safety standards and be D.O.T. approved. YES NO
- X7.22.6 Is sheeting for striping not more than .008" thick having approx. 47,000 micro prisms per square inch/come w/an aggressive high tach pressure sensitive adhesive. Reflexite or equal? YES NO
- X7.22.7 Will successful Bidder consult w/WVDOH of proposal for striping? YES NO
- X7.22.8 Have you attached your proposed paint plan with this bid/include a proposed striping detail on a cab silhouette sheet? YES NO
Bidder may modify striping plan to fit his particular hood/cab shape.
- X7.22.9 If requested will vendor submit a sample of paint for testing? YES NO
- X7.22.10 Will manufacturers standard plant painting procedures for cleaning, degreasing, preparing, priming and painting meet requirements for painting of cab (white) and chassis (black)? YES NO
CAB WILL NOT BE PAINTED WHITE OVER TOP ANOTHER FINISH COLOR.

X7.22.11 Will manufacturer after award of contract change the color if necessary to match the WVDOH logo? _____ YES _____ NO

X7.23 Does proposed unit meet or exceed the OSHA act of 1970 to include subsequent changes? _____ YES _____ NO

X7.24 Does the unit conform to the advertising guidelines? _____ YES _____ NO

X7.25 Preventive Maintenance and Operators Orientation/Training:

X7.25.1 Will training and all training aids be provided as specified? _____ YES _____ NO

X8.0 SPECIFICATIONS AND GUIDELINE FOR THE ASPHALT DISTRIBUTOR:

The equipment furnished under these specifications to be latest improved model in current production, as offered to commercial trade and to be of quality workmanship and material and that all equipment offered under these specifications to be current year.

Minimum two (2) year basic bumper to bumper warranty _____ YES _____ NO

Manufacturer: _____ Model: _____

X8.1 Distributor:

X8.1.1 Is unit filled by on-board pump from outside source into bottom of tank to eliminate foaming of the product (emulsified asphalt)? _____ YES _____ NO

X8.1.2 Does unit circulate material in spray bar? _____ YES _____ NO

X8.1.3 Is spray at a constant preset application rate regardless of variance in truck speed? _____ YES _____ NO

X8.1.4 Is unit capable of recirculating material in spray bar to tank? _____ YES _____ NO

X8.1.5 Is hand spray provided with 25 feet of 3/4 inch" hose, swivel connections/brackets for hose storage? _____ YES _____ NO

X8.1.5.1 Is hose reel provided? _____ YES _____ NO

X8.1.6 Will unit return material in hand spray back to tank? _____ YES _____ NO

X8.1.7 Will proposed unit pump material back to supply vehicle or another tank? _____ YES _____ NO

X8.1.8 Is pump capable of returning material in spray bar to tank by pump suction without reversing the pump direction? _____ YES _____ NO

X8.1.9 Is proposed unit capable of controlling all spreading functions bar height, application rate, bar width and shift from the cab while spreading? _____ YES _____ NO

- X8.1.10 Does the circulating system have provision for easy draining independently of the pump and for flushing and cleaning? YES NO
- X8.2 Tank and Fittings:
- X8.2.1 Tank capacity: _____ gallons
- X8.2.2 Is tank oval in cross section with long axis horizontal to obtain the most advantageous load distribution on the chassis YES NO
- X8.2.3. Shell material: _____ gauge?
- X8.2.3.1 Tank heads: _____ gauge Flanged, dished, welded to tank shell? YES NO
- X8.2.3.2 Surge plates or baffles, spaced for tank strength and surge control? YES NO
- X8.2.3.3 Openings in baffles adequate for free flow of material and large enough for a crawl through inspection YES NO
- X8.2.4 Well on top of tank provided YES NO with wall height _____ inches
- X8.2.4.1 Manhole size _____ inches located inside the well with a hinged, quick-opening cover, fitted with a high temperature gasket? YES NO
- X8.2.4.2 Is 3 inch diameter flow pipe as specified fitted in the well which drains through the bottom of the tank clearing all chassis members? YES NO
- X8.2.4.3 Is unit equipped with roll over protection, which adheres to HM-198A/HM-183 DOT hot asphalt requirement? YES NO
- X8.2.5 Will tank have 2 inches of 1 lb. density fiberglass insulation with .040 aluminum jacket YES NO
- X8.2.6 Are tank mountings single blade bolster or saddle design resiliently (steel spring) attached to frame in four (4) positions to allow for any twisting motion expansion or contraction? YES NO
- X8.2.6.1 Are tank mountings on wooden block pads? YES NO
- X8.2.7 Does tank design/construction meet all applicable Federal cargo tank regulations? YES NO
- X8.3 Spray Bar:
- X8.3.1 Spray bar overall length _____ feet with full internal circulation? YES NO
- X8.3.2 Folding wing length _____ feet on each side of spray bar, controlled from the cab? YES NO
- X8.3.3 Does the spray bar have hydraulic power folding for road travel? YES NO

- X8.3.4 Are spray nozzles multi-material v-slot for seal/chip work with emulsified asphalts and .20-.55 gallon per square yard and 7.5-12 G.P.M. per foot application rates? YES NO
- X8.3.5 Are spray nozzles located outside spray bar? YES NO
- X8.3.6 Does the spray bar have air cylinder with solenoid cut off control in one foot increments? YES NO
- X8.3.7 Is spray bar capable of raise, lower and shift from side to side? YES NO
- X8.3.8 Can all bar functions be controlled from console located in truck cab and also bar shift/lift from ground level at rear control panel? YES NO
- X8.3.9 What is width of spray bar in folded position _____ feet?
- X8.3.10 Are all air solenoid valves equipped with manual overrides for the solenoids? YES NO
- X8.3.11 Are meters and gauges equipped with a digital readout meter, (gallons/minute) mounted on the cab console, capable of receiving signal transmitted from magnetic sender positioned on the hydraulic drive motor of the asphalt pump? YES NO
- X8.3.12 Will bitumeter (feet/minute) be truck frame mounted radar device with in cab digital readout? YES NO
- X8.3.13 Is the tank gauge float type internally mounted with mechanical gauge outside, calibrated in fifty (50) gallon increments with gauge readout visible from driver's position through rear view mirror? YES NO
- X8.3.14 Is spray bar section wet box mounted between truck frame members at rear of unit/box have a top mounted door/designed to hold bar sections, tools & nozzles in wash solution? YES NO
- X8.4 Will the asphalt pump be rotary gear, positive displacement type designed to handle all grades of liquid asphalt? YES NO

If NO specify _____

- X8.4.1 Pump capacity _____ GPM. With _____ inch suction and _____ inch discharge openings
- X8.4.2 Will the system be provided with hydraulic pressure relieve valve or by-pass arrangement to eliminate danger of excessive pressure in the lines/permit by-passing of material when valves are closed? YES NO
- X8.4.3 Are the strainer(s) readily accessible for cleaning, installed in the pump's intake line(s) to Prevent foreign objects from entering/damaging the pump? YES NO
- X8.4.4 Will the pump be equipped with a flow gauge located in the truck's cab readily visible to the operator? YES NO
- X8.5 Is the unit equipped with hydrostatic type transmission? YES NO

- X8.5.1 Is the hydraulic pump mounted at the front of the truck on frame extensions and driven by the engine crankshaft? _____ YES _____ NO
- X8.5.1.1 Does the PTO shaft have guards to protect the radiator from damage? _____ YES _____ NO
- X8.5.1.2 Is the hydraulic pump a hydrostatic type with controls in the truck's cab convenient to operator? _____ YES _____ NO
- X8.5.2 Will the hydraulic motor be fixed displacement, piston or vane type, complete with hydraulic reservoir? _____ YES _____ NO
- Specify pump type _____
- X8.5.2.1 Is there a temperature gauge/replaceable element type filter (10 micron) incorporated in the hydraulic system? _____ YES _____ NO
- X8.6 Piping Valves and Screens:
- X8.6.1 Will the intake piping be a minimum of three (3) inches I.D. with long radius flow bends? _____ YES _____ NO
- X8.6.2 Has discharge piping size _____ inches to _____ inches with long radius flow bends? _____ YES _____ NO
- X8.6.3 Is load screen ____ inch mesh size, cylindrical construction, full flow, easy clean? _____ YES _____ NO
- X8.6.4 Is bar screen ____ inch mesh size, cylindrical construction, full flow, easy clean? _____ YES _____ NO
- X8.6.5 Is pump screen __ inch mesh size, cylindrical construction, full flow, easy clean? _____ YES _____ NO
- X8.6.6 Is pump suction line extended _____ inches from the pump strainer box for easy filling/fitted in such a manner as to eliminate flow-back when fill line is disconnected from the loading hose? _____ YES _____ NO
- X8.7 Ladder and Catwalks:
- X8.7.1 Is there a ladder provided at rear or side of tank for access to top of tank with grip-strut safety steps/hand holds/catwalk for access to upper manhole area? _____ YES _____ NO
- X8.8 The fenders are full formed _____ gauge steel fenders over rear axle w/rubber flaps? _____ YES _____ NO
- X8.9 Does the heating flue have two (2) six (6) inch standard pipe, two (2) pass, full tank length, internally mounted with slip rings and exhaust stack? _____ YES _____ NO
- X8.10 Is the heating system a high pressure diesel heater type, consisting of an electrically driven blower with an integral fuel pump that draws diesel fuel from the truck tank? _____ YES _____ NO

- X8.10.1 Is the system complete with flue liners, air control valves, air pressure relief valve, and all Pressure relief valves for pressure control? YES NO
- X8.10.2 Will the operation of the heating system be totally push button? YES NO
- X8.11 Does unit have a wash down system with electric powered pump, tank, spray hose, and wand YES NO
- X8.12 Does the bitumen pump system include a self flushing line from a 25 gallon flushing oil tank or heating system with float level gauge and line to asphalt pump to clean asphalt pump, valve and circulating system YES NO
- Is the flushing oil tank located away from burners for safe operation YES NO
- X8.13 Will the unit be mounted and tested by the Manufacturer? YES NO
- X8.14 Loading hoses: Length _____ feet by _____ inches flexible hi-pressure rubber loading hoses with quick acting connector for attaching to filler connection of the distributor? YES NO
- X8.15 Is there a minimum of four (4) inch dial thermometer 50° F - 500° F located in a protected area to register average temperature of tank contents? YES NO
- X8.16 Is there a frame mounted tool box provided to store all necessary tools and have a hinged door with flush-type lock? YES NO
- Specify tool box size: _____
- Second tool box mounted under the tank side YES NO
- Specify second tool box size: _____
- X8.17 Are all necessary special tools for operation/maintenance of the distributor provided along with an extra supply of gaskets/pump packing? YES NO
- X8.18 Will paint with exception of the aluminum tank covering/trim/those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted, the maintenance unit to be painted Dupont Black Enamel No. 99A or equivalent? YES NO

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____