



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
7010EC05

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 03/18/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/28/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		370-33		
<p>CONTRACT: TO PROVIDE TRAILER MOUNTED ASPHALT KETTLE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE TRAILER MOUNTED ASPHALT KETTLE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 04/15/10 AT 10:00 AM AT 2019 WASHINGTON ST. E., CHAS. WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>WRITTEN QUESTIONS WILL BE RECEIVED THROUGH THE CLOSE OF BUSINESS (5:00 PM, EST) MONDAY, 04/05/2010.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. E., CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">..... SIGNATURE</p> <p style="text-align: center;">..... COMPANY</p> <p style="text-align: center;">..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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.: 7010EC05</p> <p>BID OPENING DATE: 04/28/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 521-1-E

TRAILER MOUNTED ASPHALT KETTLE

1.0 PURPOSE

It is the purpose of these specifications to describe a Trailer Mounted Asphalt Kettle (hereinafter referred to as an "applicator" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

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

3.0 SPECIFICATIONS

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

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

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

3.2 MANDATORY SPECIFICATIONS

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

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

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

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

4.2 DELIVERY

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

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 90 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

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

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

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

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

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

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** 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, 2010 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 or service manuals.

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

6.3 TRAINING:

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

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

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

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

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

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

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

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

6.6 EVALUATION COMMITTEE REQUIREMENTS

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

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material,

and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

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

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

It is the purpose of the following specifications to describe a Double Boiler Type Melter Applicator that shall be the manufacturer's current production model. This unit shall be capable of heating and applying, without any further equipment modifications, all grades of asphalt rubber sealants, specification joint sealants, and fiber modified sealants. The machine shall be capable of starting at ambient temperature and bringing the sealant material to application temperature in one (1) hour or less. All bidders shall have and maintain a complete inventory of repair parts; as well as having experience service personnel available to service the equipment.

8.0 Frame:

8.1 This unit shall be trailer mounted. The tongue to be equipped with a 2 ½ inch pintle hitch; the center of which shall be a minimum of 25 inches from the nearest obstruction on the tongue.

8.1.2 Trailer tongue shall be adjustable in height above ground level from a minimum of 20 inches to a maximum of 28 inches permitting practically level towing with a variety of towing vehicles.

8.1.3 The towing hitch must be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches.

8.1.4 Longitudinal side frames and tongue members should be of one (1) continuous piece construction.

8.1.5 The configuration of the channels should be cold formed with the flanges on the outside resulting in a one (1) piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking.

8.2 Trailer:

8.2.1 The unit shall be equipped with dual axle; each axle to have a safe load capacity of 3500 lbs.

- 8.2.2 **Axles shall be equipped with four (4) underslung multi-leaf springs or torsion type.**
- 8.2.3 **Unit shall be equipped with electric brakes and safety break-away switch.**
- 8.2.4 Wheels to be drop center steel disc type.
- 8.2.5 Tires should be Tubeless Type Load Range D adequate for specified unit.
- 8.2.6 **Tongue jack shall be provided; tongue jack capacity shall be minimum of 5,000 lbs. preferably side mounted.**
- 8.2.7 **Trailer tongue shall include two (2) safety chains not less than 48 inches length of 3/8 inch coil proof .**
- 8.2.8 Total weight of unit (less material in tank) to be no less than 3,500 lbs.
- 8.3 Lights:
 - 8.3.1 **Unit shall have dual taillights, stop lights, right and left turn signals.**
 - 8.3.2 **License plate holder shall be attached to the left rear taillight.**
 - 8.3.3 Lighting plug to be Cole Hersee Part #12081 male or equal
- 8.4 Heating Tank:
 - 8.4.1 Heating tank capacity of 200 U.S. gallons at ambient temperature.
 - 8.4.2 **Unit shall have a double boiler type jacket which creates a reservoir that shall hold a minimum of 27 U.S. gallons of heat transfer oil at 70°F.**
 - 8.4.3 **The jacket shall wrap around 100% of the outside area of the circular material tank and allow for complete circulation of the heated transfer oil.**
- 8.5 Loading Hatch:
 - 8.5.1 A low profile opening for loading of material provided at the top of the tank and located on the curb side of the unit for operator safety.
 - 8.5.2 Loading height should not exceed 57 inches.
 - 8.5.3 The opening should provide approximately 380 square inches (16" x 24" approximate) capable of accepting blocks of material.

- 8.5.4 Lid should be hinged and provided with a shelf to put material on in order to provide easy anti splash loading as well as a locking pin.
- 8.5.5 **The heating tank shall be adequately insulated with 1 1/2 inch thick high temperature ceramic insulation** or equivalent and covered by a 16 gauge steel (approximate) outer wrapper.
- 8.5.6 A cold seal tank to be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil.
- 8.6 Heating:
- 8.6.1 Heat transfer oil to be adequately heated by high efficiency forced air diesel fired burner directly to the bottom of the heat transfer oil tank.
- 8.6.2 **Total area exposed to the burner shall be a minimum of 6,560 square inches (45.5 square feet).**
- 8.6.3 **The material tank shall have a minimum of 5,708 square inches (39.6 square feet) of contact with the heat transfer oil.**
- 8.6.4 Heating oil to be continuously circulated by means of a hydraulically driven gear pump at approximately 1.1 U.S. gallons per minute in order to provide a melt rate of a **minimum of 1,700 lbs. per hour.**
- 8.6.5 **Burner shall be lighted via a constant duty high voltage transformer powering an electric spark igniter.**
- 8.6.6 **The ignition shall work in conjunction with a sensor that will detect a lack of burn or ignition and shut down fuel supply in that event.**
- 8.6.7 Thermostatic control should be located on the curbside of the machine for operator safety.
- 8.7 Pumping Unit and Piping:
- 8.7.1 **Material pump shall be approximately 2 inches positive displacement helical gear pump or equivalent, quiet operation with equal efficiency in either direction of rotation.**
- 8.7.2 The pump to be hot oil jacketed for rapid heating by being piped in series with the heat transfer oil circulation pump.
- 8.7.3 **All piping and material valves shall be heated by enclosure within the heating chamber.**

8.7.4 A "T" pipe shall be incorporated into the material plumbing system that will allow for the optional connection of a "molasses" valve for filling pour pots with or without utilizing the applicator hose.

8.7.5 Control handles for opening and closing the recirculation valve, applicator valves, and main tank valve shall be located outside the heating chamber at the rear curb side of the unit for both operator convenience and protection from handling excessively hot control handles.

8.8 Hose Heating Chamber:

8.8.1 The unit, heating chamber, and wand shall be designed and constructed that under normal day-to-day operation no clean out procedure is required.

8.8.2 Provisions shall be made to attach air hoses for compressed air cleaning after using exceptionally thick and heavy sealants or when preparing the unit for long periods of storage.

8.8.3 The hose heating chamber shall be equipped with a temperature gauge to insure proper regulation of temperature to hose and application wand while in heating chamber.

8.8.4 An adjustable damper to be installed over the flue vent for the heating chamber.

8.8.5 Hose and applicator wand storage racks with drains in the floor to be incorporated in the heating chamber.

8.8.6 Doors and side walls shall be 100% insulated.

8.8.7 Hinged doors to be lockable and designed to overlap and interconnect.

8.8.8 Provisions shall be made for operation of applicator hose while doors remain closed to insure continuous heating of piping extraneous to the material tank.

8.9 Temperature Control:

8.9.1 Melter applicator shall have a digital temperature control device with a high temperature limit switch which will automatically shut off the burner if the heat transfer oil reaches 575°F. Forced air diesel fuel burner rated at 372,000 BTU.

8.9.2 Unit shall provide two (2) dial type temperature gauges to visually indicate actual temperature of heat transfer oil and material temperature. Gauges should be located on top curbside of the unit.

8.9.3 A third temperature gauge to be located at the discharge side of the material pump to positively identify sealant temperature just prior to placement.

8.9.4 **Melter shall have infinite control of temperature for the broad range of sealants to be applied.**

8.10 Agitation:

8.10.1 The sealant material to be mixed by a hydraulically driven full sweep vertical agitator with two (2) opposing horizontal paddles with vertical riser attached to extreme ends or similar method.

8.10.2 **Agitation feature shall insure that hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank where build up can occur.**

8.10.3 Agitator to rotate in either direction with infinite speed control.

8.11 Engine:

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

8.11.1 Engine: 23 HP Approximate

8.11.2 **Engine shall be electric start and equipped with engine manufacturers recommended maintenance free battery and charging system.**

8.11.3 **Engine shall be equipped with manufacturers heavy duty oil and air filter systems.**

8.11.4 Diesel engine to be water cooled.

8.11.5 **Cooling system shall be capable of maintaining the engine temperature within the manufacturers recommended temperature range during continuous operation under maximum speed and load combinations.**

8.11.6 **Coolant system shall be filled with permanent type Dex-Cool extended life or equal anti-freeze rated to a minus 34°F.**

8.11.7 **Engine shall be equipped with manufacturers recommended mechanical governor.**

8.11.8 Engine noise level not to exceed 85 dba at a distance of 6 feet from the unit while in operation.

8.11.9 Unit shall provide a minimum 30 U.S. gallon fuel tank for operation of diesel engine and burner.

8.12 Sealant Hose and Applicator Wand:

8.12.1 Hose to be one inch (1") inside diameter and minimum of 20 feet length.

8.12.2 Hose shall be insulated, rubber coated, steel braid reinforced, and neoprene lined.

8.12.3 The hose shall be specifically manufactured for handling of all petroleum based products up to temperatures of 400°F at 300 PSI work pressure.

8.12.4 The hand applicator to have two (2) insulated handles; one (1) of which is connected to a quarter turn ball valve used to control flow of material.

8.12.5 Applicator wand should disconnect at center allowing for storage in the heat chamber.

8.12.6 A variety of nozzles shall be provided and shall be attachable to the applicator wand.

8.13 Shoe Box:

8.13.1 An external box shall be supplied capable of holding and recirculating a wand tip or shoe of at least six inches (6") in diameter.

8.13.2 A locking device shall also be incorporated that will lock the hand wand to the "shoe box" or the re-circulating tube.

8.14 Paint shall be manufacturers standard for model bid.

8.15 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.

8.16 Advertising: No visible decals or nameplates or painted on names representing the manufacturer or model number of trademark should appear on the exterior surfaces of the unit. Such logos created through the stamping or casting process of manufacture are expected.

8.17 Preventive Maintenance & Operator's Training School:

Manufacturers and/or dealers shall be required to stage a thorough seminar on the subjects Preventive Maintenance and Operator Training. The seminar to be conducted at Division of Highways Equipment Division, Buckhannon, W. Va.

To make the program complete, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Training procedures to be used by the operators of this equipment, must include such things as daily prestart inspection procedure, service schedule and routing maintenance required, safety precautions, etc.

Bidder shall attach a copy of the proposed program with his bid, state the time required to perform the program, and briefly describe his program.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 521-1-E

TRAILER MOUNTED ASPHALT KETTLE

NOTE TO BIDDER: Procurement Specification No. 521-1-E, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: _____

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.

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

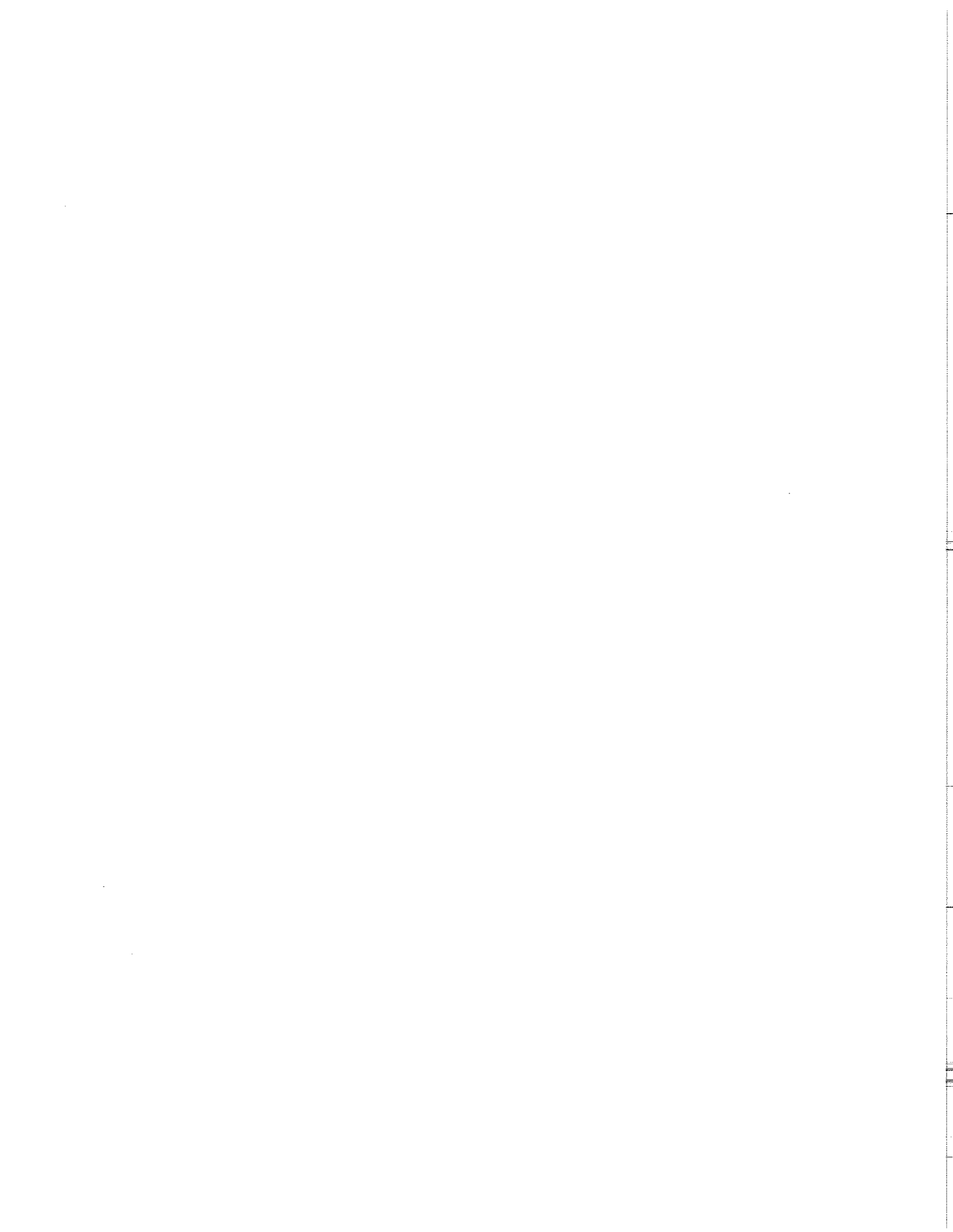
X4.2 DELIVERY:

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

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

NOTE: Vendors should type Bidder's Evaluation Report

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



X5.0 AWARD CRITERIA;

X5.1 Price per unit:

_____ 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 directly to Training Academy prior to the delivery of the pilot?
_____ YES _____ NO

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached? _____ YES _____ NO

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

Describe:



X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

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

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

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.

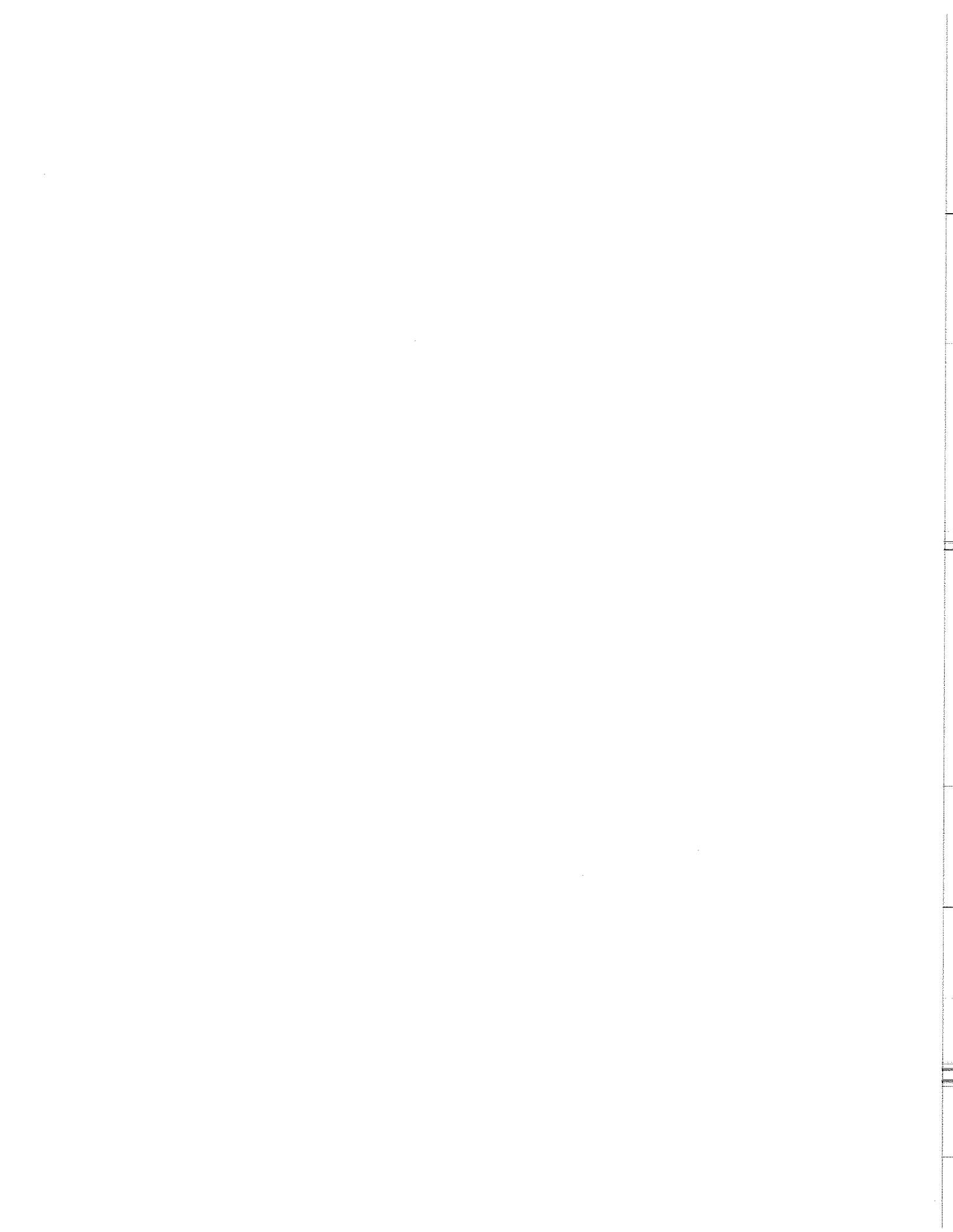
4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- | | | |
|----|---------------|--|
| 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
(Specify if one-way) | \$ _____ per mechanic hour
_____ ; port to port _____ |
| C. | Mileage Charge
(Specify if one-way) | \$ _____ per vehicle mile
_____ ; 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

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Manufacturer: _____ Model: _____

Is unit capable of heating and applying, without further modifications, all grades of asphalt rubber sealants, specification joint sealants, and fiber modified sealants? _____ YES _____ NO

Is the machine capable of starting at ambient temperature and bring sealant material application temperature within one (1) hour? _____ YES _____ NO

Will you have and maintain a complete inventory of repair parts and have experienced service personnel available to service the equipment? _____ YES _____ NO

X8.0 Frame:

X8.1 Is the unit trailer mounted? _____ YES _____ NO

Is the tongue equipped with a 2 ½ inch pintle hitch? _____ YES _____ NO

The center is _____ inches from the nearest obstruction on the tongue.



X8.1.2 The trailer tongue is adjustable in height above ground level from _____ inches to _____ inches.

Will level towing be permitted with a variety of towing vehicles? _____ YES _____ NO

X8.1.3 Is the towing hitch bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches? _____ YES _____ NO

X8.1.4 Are longitudinal side frames and tongue members one (1) continuous piece construction? _____ YES _____ NO

X8.1.5 Is the configuration of the channels cold formed with the flanges on the outside resulting in a one (1) piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking? _____ YES _____ NO

X8.2 Trailer:

X8.2.1 Is the unit equipped with dual axle; each axle having a safe load capacity of 3500 lbs.? _____ YES _____ NO

X8.2.2 Are axles equipped with four (4) underslung multi-leaf springs or torsion type _____ YES _____ NO

X8.2.3 Is the unit equipped with electric brakes and safety break-away switch? _____ YES _____ NO

X8.2.4 Are wheels drop center steel disc type? _____ YES _____ NO

X8.2.5 Tire Size: _____ Type: _____ Load Range: _____

X8.2.6 Is a tongue jack provided? _____ YES _____ NO

Tongue jack capacity: _____ lbs. Side mounted? _____ YES _____ NO

X8.2.7 Does trailer tongue include two (2) safety chains? _____ YES _____ NO

Length: _____ inches of _____ inch coil proof

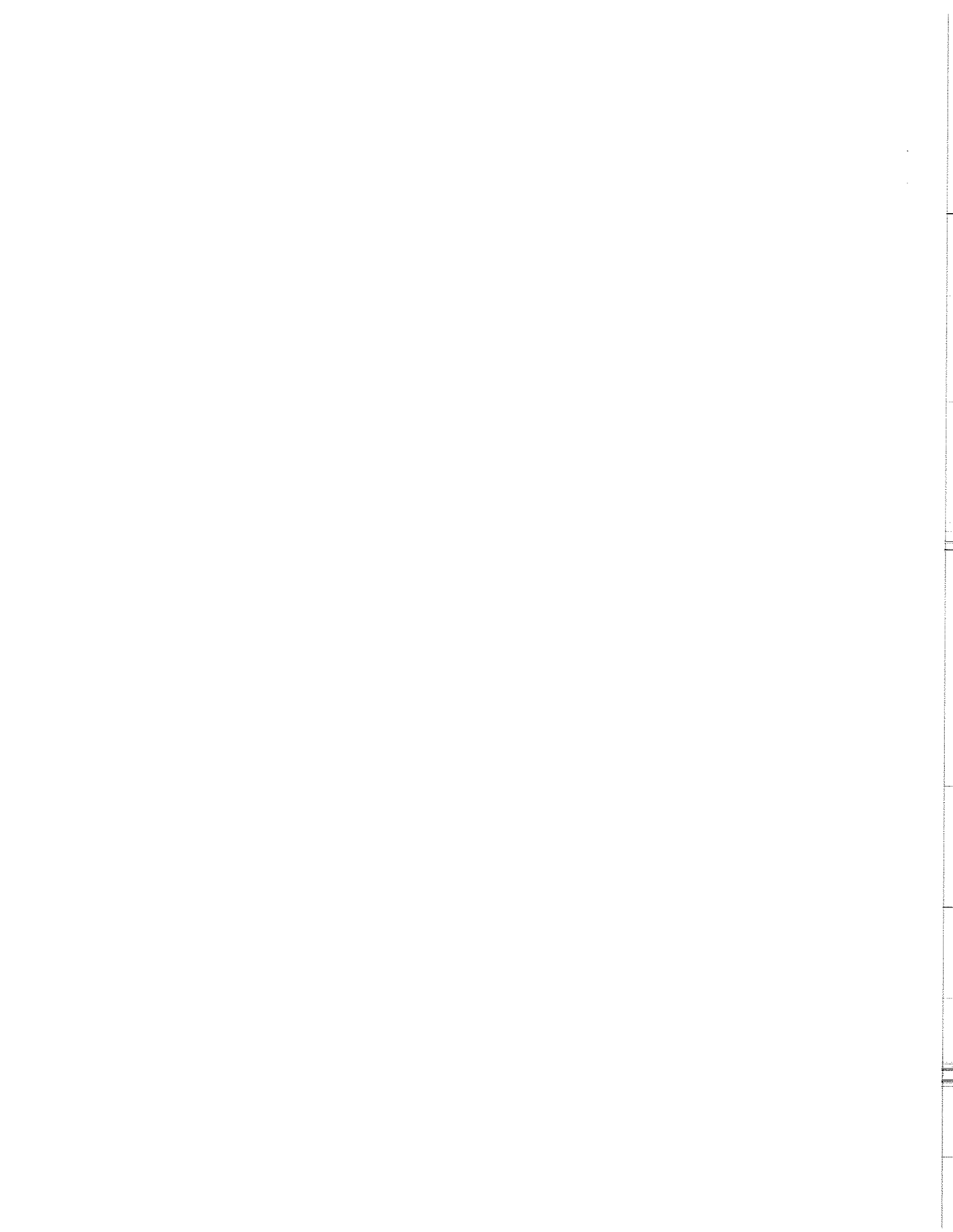
X8.2.8 Total weight of unit (less material in tank): _____ lbs.

X8.3 Lights:

X8.3.1 Does unit have dual taillights, stop lights, right and left turn signals? _____ YES _____ NO

X8.3.2 Is license plate holder attached to the left rear taillight? _____ YES _____ NO

X8.3.3 Lighting plug manufacturer and part number: _____



X8.4 Heating Tank:

X8.4.1 Capacity: _____ U.S. gallons at ambient temperature.

X8.4.2 Does unit have a double boiler type jacket which creates a reservoir? _____ YES _____ NO

Reservoir holds _____ U.S. gallons of heat transfer oil at 70°

X8.4.3 Does the jacket wrap around 100% of the outside area of the circular material tank and allow for complete circulation of the heated transfer oil? _____ YES _____ NO

X8.5 Loading Hitch:

X8.5.1 Is a low profile opening for loading of material at the top of the tank located on the curb side of the unit for operator safety provided? _____ YES _____ NO

X8.5.2 Loading height _____ inches.

X8.5.3 The opening provides _____ square inches (_____ inch x _____ inch) capable of accepting blocks of material.

X8.5.4 Is lid hinged and have a shelf to put material on to provide anti splash loading?
 _____ YES _____ NO
 Is there a locking pin? _____ YES _____ NO

X8.5.5 Is heating tank adequately insulated? _____ YES _____ NO

Is insulation 1 1/2 inch thick high temperature ceramic? _____ YES _____ NO

If NO, explain _____

Covered by _____ gauge steel outer wrapper.

X8.5.6 Is a cold seal tank provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil? _____ YES _____ NO

X8.6 Heating:

X8.6.1 Heat transfer oil heated by high efficiency forced air diesel fired burner directly to the bottom of the heat transfer oil tank. _____ YES _____ NO

X8.6.2 Total area exposed to the burner: _____ square inches (_____ sq. ft.)

X8.6.3 Material tank has _____ square inches (_____ sq. ft.) of contact with the heat transfer oil.

X8.6.4 Is the heating oil continuously circulated by means of a hydraulically driven gear pump?
 _____ YES _____ NO _____ U.S. gallons per minute in
 order to provide a melt rate of _____ lbs. per hour.



- X8.6.5** Is burner lighted via a constant duty high voltage transformer powering an electric spark igniter? YES NO
- X8.6.6** Does the ignition work in conjunction with a sensor that will detect a lack of burn or ignition and shut down fuel supply? YES NO
- X8.6.7** Is the thermostatic control located on the curbside of the machine for operator safety? YES NO
- X8.7** Pumping Unit and Piping:
- X8.7.1** Material pump is _____ inch Type of gear pump: _____
Is it quiet in operation with equal efficiency in either direction of rotation? YES NO
- X8.7.2** Is the pump hot oil jacketed for rapid heating by being piped in series with the heat transfer oil circulation pump? YES NO
- X8.7.3** Is all piping and material valve heated by enclosure within the heating chamber? YES NO
- X8.7.4** Is a "T" pipe incorporated into the material plumbing system that will allow for the optional connection of a "molasses" valve for filling pour pots with or without utilizing the applicator hose? YES NO
- X8.7.5** Are control handles for opening and closing the recirculating valve, applicator valves, and main tank valve located outside the heating chamber at the rear curb side of the unit for both operator convenience and protection from handling excessively hot control handles? YES NO
- X8.8** Hose Heating Chamber:
- X8.8.1** Is the unit, heating chamber, and wand designed and constructed that under normal day-to-day operation no clean out procedure is required? YES NO
- X8.8.2** Are provisions made to attach air hoses for compressed air cleaning after using exceptionally thick and heavy sealants or when preparing the unit for long periods of storage? YES NO
- X8.8.3** Is the hose heating chamber equipped with a temperature gauge to insure proper regulation of temperature to hose and application wand while in heating chamber? YES NO
- X8.8.4** Is an adjustable damper installed over the flue vent for the heating chamber? YES NO
- X8.8.5** Are hose and applicator wand storage racks with drains in the floor incorporated in the heating chamber? YES NO



X8.8.6 Are doors and side walls 100% insulated? YES NO

X8.8.7 Are hinged doors lockable and designed to overlap and interconnect? YES NO

X8.8.8 Are provisions made for operation of applicator hose while doors remain closed to insure continuous heating of piping extraneous to the material tank? YES NO

X8.9 Temperature Control:

X8.9.1 Does the melter applicator have a temperature control device with a high temperature limit switch which will automatically shut off the burner if the heat transfer oil reaches 575°F? YES NO

Forced air diesel fuel burner rated at _____ BTU

X8.9.2 Does the unit provide two (2) dial type temperature gauges to visually indicate actual temperature of heat transfer oil and material temperature? YES NO

Are gauges located on top curbside of the unit? YES NO

X8.9.3 Is a third temperature gauge located at the discharge side of the material pump to positively identify sealant temperature just prior to placement? YES NO

X8.9.4 Does the melter have infinite control of temperature for the broad range of sealants to be applied? YES NO

X8.10 Agitation:

X8.10.1 Is the sealant material mixed by a hydraulically driven full sweep vertical agitator with two (2) opposing horizontal paddles with vertical riser attached to extreme ends? YES NO

X8.10.2 Does the agitation feature insure that hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank where build up can occur? YES NO

X8.10.3 Does the agitator rotate in either direction with infinite speed control? YES NO

X8.11 Engine:

Manufacturer: _____ Model: _____

Type: _____

X8.11.1 Engine HP: _____

X8.11.2 Is engine electric start and equipped with engine manufacturers recommended maintenance free battery and charging system? YES NO



- X8.11.3 Is engine equipped with manufacturers heavy duty oil and air filter system?** _____ YES _____ NO
- X8.11.4 Is the diesel engine water cooled?** _____ YES _____ NO
- X8.11.5 Is cooling system capable of maintaining the engine temperature within the manufacturers recommended temperature range during continuous operation under maximum speed and load combinations?** _____ YES _____ NO
- X8.11.6 Is coolant system filled with permanent type Dex-Cool extended life anti-freeze rated to a minus 34°F.** _____ YES _____ NO
- X8.11.7 Is engine equipped with manufacturers recommended mechanical governor?** _____ YES _____ NO
- X8.11.8 Engine noise level at a distance of 6 feet from the unit while in operation:** _____ dba
- X8.11.9 Fuel tank for operation of diesel engine and burner:** _____ U.S. gallons
- X8.12 Sealant Hose and Applicator Wand:**
- X8.12.1 Inside diameter of hose:** _____ inch **Length:** _____ feet
- X8.12.2 Is hose insulated, rubber coated, steel braid reinforced and neoprene lined?** _____ YES _____ NO
- X8.12.3 Is hose specifically manufactured for handling of all petroleum based products up to temperatures of 400°F at 300 PSI work pressure?** _____ YES _____ NO
- X8.12.4 Does hand applicator have two (2) insulated handles; one (1) of which is connected to a quarter turn ball valve used to control flow of material?** _____ YES _____ NO
- X8.12.5 Does applicator wand disconnect at center allowing for storage in the heat chamber?** _____ YES _____ NO
- X8.12.6 Is there a variety of nozzles provided and attachable to the applicator wand?** _____ YES _____ NO
- X8.13 Shoe Box:**
- X8.13.1 Is an external box supplied capable of holding and recirculating a wand tip or shoe of at least six inches (6") in diameter?** _____ YES _____ NO
- X8.13.2 Is a locking device incorporated that will lock the hand wand to the "shoe box" or the recirculating tube?** _____ YES _____ NO



X8.14 Paint: (Describe the method of painting)

X8.15 Does the proposed unit meet or exceed the "OSHA of 1970" and/or subsequent changes?
_____ YES _____ NO

X8.16 Does the unit conform to the advertising guidelines? (Describe)

X8.17 Training:

X8.17.1 Will preventative maintenance and operator's training seminar be provided?
_____ YES _____ NO

X8.17.2 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?
_____ YES _____ NO If NO, explain _____

X8.17.3 Is proposed program attached with bid? _____ YES _____ NO



VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

