



REQUEST FOR QUOTATIONS

The West Virginia Parkways Authority will receive sealed proposals for the following:

Crack Sealer

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd., Charleston, WV until **2PM on Thursday, February 21, 2013.** If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: **Crack Sealer**

Bid Opening Date: February 21, 2013

Specifications are available at www.wvtumpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

SPECIFICATIONS

Crack Sealer

Units: One (1) to Two (2)

1.0 PURPOSE

It is the purpose of these specifications to describe a Crack Sealer, (hereinafter referred to as "unit") to be purchased for use by the West Virginia Parkways Authority (hereafter referred to as Authority); to define the provisions to be contained in proposals for the sale of said unit to the Authority; establish a schedule for delivery and the criteria for gauging the compliance of the bidder to these specifications.

2.0 BIDDING PROCEDURES

- 2.1** The current purchasing procedures regarding bidding as established by the Department of Finance and Administration, Purchasing Division and the Authority shall apply.
- 2.2** Bidders shall return three (3) copies of these specifications along with all information provided, as requested herein.
- 2.3** Bidders must indicate comply or non-comply for each specification described in Sections 5.0 and 6.0. All non-comply answers are to be fully explained on a separate sheet to be attached to the bidders proposal.
- 2.4** FAILURE TO PROVIDE THE INFORMATION REQUESTED IN SECTION 2.3 MAY BE CAUSE TO REJECT THE BID.
- 2.5** It may be determined by the Authority that non-compliance with a unit specification does, or does not, reduce the quality and performance of the affected unit below an acceptable level.
- 2.6** Bidders may submit additional manufacturer's literature and information pertinent to their proposal.
- 2.7** Bidders may submit more than one proposal if different unit models are to be offered.
- 2.8** Any and all questions pertaining to these specifications or this procurement process must be in writing and submitted to:

Shelley Clay, Director of Purchasing
West Virginia Parkways Authority
Fax: (304) 926-1909
Email: sclay@wvturnpike.com

3.0 CONDITION OF UNITS UPON DELIVERY

- 3.1 The unit shall arrive at the prescribed delivery point having been completely pre-serviced with oil lubricants, coolant, and etc. with all equipment completely assembled, installed and operating as designed; and all required adjustments and corrections made to make the unit immediately ready for its designed and continuous operation. All prescribed precautions pertaining to first operations and break-in of the unit shall be posted conspicuously on the unit for ready observance by the operator.
- 3.2 Upon delivery, the Authority will perform a complete inspection of the unit to assure that it meets the Authority's specifications or accepted alternatives. Final processing for payment may not be initiated until the unit is certified to meet specifications and the operator's, service, shop, maintenance, and parts manuals and the application for Certificates of Title are received.
- 3.3 The bidder shall have a qualified service representative in attendance during the first full day of start-up operations to make any adjustments. This is in addition to any training required in these specifications.

4.0 AWARD CRITERIA

- 4.1 It is the Authority's intent to open this procurement to a wide audience of bidders. The specifications outlined herein are desirable specifications' describing a unit that the Authority feels best meets its needs. However, the Authority will consider any reasonable alternates to the specifications if the bidder can demonstrate that the proposed alternate is comparable in performance, quality, and functionality.
- 4.2 The Authority may request a bidder to conduct a demonstration of the proposed unit under actual operational conditions. If so, the bidder will have 15 days from notice to conduct such demonstration.
- 4.3 The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.
- 4.4 The Authority will purchase one (1) unit prior to budget year ending 2013. The Authority may purchase one (1) additional unit in new budget year 2014.

5.0	GENERAL SPECIFICATIONS	Comply	Non Comply
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5.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the Authority in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is

the manufacturer's most current model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the Authority that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications.

		Comply	Non Comply
5.2	DELIVERY POINT AND DELIVERY SCHEDULE		
	Delivery point of completely assembled unit will be the West Virginia Parkways Authority, 374 George Street, Beckley, WV 25801 within ninety (90) calendar days after the date of the purchase agreement, by the successful bidder. Marking “comply” to this specification indicates that the bidder <u>WILL</u> deliver the unit in 90 days. If the unit is not delivered within 90 days, or alternate days proposed, the Authority has the right to cancel the award and negotiate with the second highest ranked bidder.	_____	_____
5.3	OPERATING AND SERVICE MANUALS AND PARTS LITST		
	Two (2) operator manuals shall be included with each unit upon delivery. In addition, there shall be a total of three (3) service, shop, or maintenance manuals, and three (3) parts manuals included with the total delivery.	_____	_____
5.4	TRAINING		
	Manufacturers and/or dealers will be required to stage a thorough seminar on the subject of Maintenance and Operator’s Training of the unit. The seminar is to be held at the West Virginia Parkways Authority, 374 George St. Beckley, WV 25801.	_____	_____
5.5	MANUFACTURER’S WARRANTY AND SERVICE POLICY		
5.5.1	Failure by a manufacturer’s authorized dealer to render warranty service when properly presented may subject manufacturer’s line for suspension from the approved products list until satisfactory evidence of correction is presented. The warranty table shown below shall be the minimum	_____	_____

warranty provided. A copy of the manufacturer’s warranty shall be attached to this bid proposal. Any exceptions or additions to the manufacturer’s warranty shall be clearly noted by the bidder.

Comply **Non
Comply**

5.5.2

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 shall not be contingent upon obtaining routine service lubrication and servicing of the unit from a factory-authorized agency. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost to the Authority. All units shall be accompanied upon delivery by the machine manufacturer's properly executed warranty or service policy.

5.6 PARTS AND SERVICE DISCOUNTS

The bidder shall specify the amount of discount it will grant to the Authority on parts and labor for the first year that the Authority has the unit in operation. Discount on labor should be that allowed on the usual and normal shop rate charged to retail customers for the same type of work done. Discount on parts should be that percentage granted on manufacturer's list price.

Discount on labor: _____

Discount on Parts: _____

5.7 UNSPECIFIED ACCESSORIES AND FEATURES

All parts, equipment accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit with power plant, drive system, operator accommodations and operator controls, shall be furnished with the unit and shall 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.

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. Where applicable, tire and rim dimensions, design, and safety standards shall conform to the latest Tire and Rim Association specifications. Pneumatic tires shall conform to the latest federal specifications concerning the interest of public safety.

		Comply	Non Comply
6.0	TECHNICAL SPECIFICATIONS		
6.1	ENGINE		
6.1.1	To be equipped with a diesel engine.	_____	_____
6.1.2	Shall have an electric start.	_____	_____
6.1.3	Engine shut down package equipped with oil pressure and high temperature.	_____	_____
6.2	FRAME		
6.2.1	Unit is to be trailer mounted	_____	_____
6.2.2	Configuration of frame channels shall be of one continuous piece with no cross welding to avoid the possibility of stress cracking.	_____	_____
6.2.3	Tongue shall be equipped with a pintle hitch adjustable in height.	_____	_____
6.2.4	Shall have a screw jack with a load range to handle the weight of the machine.	_____	_____
6.2.5	Be equipped with safety chains on the tongue.	_____	_____
6.3	HYDRAULIC SYSTEM		
6.3.1	Hydraulic pump shall be capable of operating the agitation, pumping and air compressor together.	_____	_____
6.3.2	Hydraulic tank to have filter and indicator on the filter to indicate the need for service.	_____	_____
6.3.3	Machine must be capable of using any asphalt rubber sealant as well as polymer modified sealants.	_____	_____
6.3.4	Unit shall be equipped with an on-demand internal pump activated by switch/trigger on the hand wand.	_____	_____

6.4 RUNNING GEAR

6.4.1	Shall be equipped with a dual independent rubber torsional suspension.	_____	_____
6.4.2	Tires to be a minimum of Load Range D.	_____	_____
		Comply	Non Comply
6.4.3	Shall be equipped with the following: a. Tail lights b. Stop lights c. Turn signals d. License plate light and bracket	_____	_____

6.5 Heating Tank

6.5.1	Material tank to hold a minimum of 250 gallons.	_____	_____
6.5.2	Shall have jacket that wraps 100% around the circular material tank and bottom to allow for complete circulation of the heated transfer oil.	_____	_____
6.5.3	Heat tank to be well insulated.	_____	_____
6.5.4	Heat tank must have a plug to allow drainage of the heat oil.	_____	_____
6.5.5	Machine is to be equipped with automatic controls, so that the agitation and pumping will start at the right temperatures on its own.	_____	_____
6.5.6	Agitator must rotate in either direction.	_____	_____
6.5.7	Pump to be capable of delivering sealant at a rate that meets or, exceeds the melt rate of the unit.	_____	_____
6.5.8	Wand and hose length to be long enough to stretch across one lane, minimum 15’.	_____	_____
6.5.9	Hose shall weigh no more than 20 pounds.	_____	_____
6.5.10	Hose shall be heavily insulated to keep hot material from leaking out on to operator.	_____	_____
6.5.11	Fuel tank is to be equipped with a fuel level indicator.	_____	_____
6.5.12	Heating tank is to have a single switch control system that automatically controls the heating oil, sealing material and hose temperature with the agitator and pump so that sealant can only be dispensed when material and hose reach proper operating temperatures.	_____	_____

6.5.13 A “no valve” unit is preferable, but is not a mandatory item. _____

6.6 Air Compressor

6.6.1 Must be able to deliver 70 cfm at 125 psi. _____

6.6.2 Compressor shall be driven hydraulically. _____

6.6.3 Shall be equipped with a high temperature shut down safety switch. _____

BID SUBMISSION PAGE

Crack Sealer

02/21/2013

Manufacturer: _____

Model Year: _____

Model Number: _____

TOTAL COST _____

ALL PRICES ARE FOB DESTINATION: BECKLEY, WV 25801

SUBMITTED BY: _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION NUMBER _____

See: <http://www.state.wv.us/admin/purchase/VendorReq.htm>

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 Authority 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. 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 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
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, this Contract may be deemed null and void, and terminated without further order.
13. **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 Authority.
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 Director 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 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.

Rev. 9/25/07

WV PARKWAYS AUTHORITY
Purchasing Department

STATE OF WEST VIRGINIA

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____

State of West Virginia

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

___ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women and minority-owned business.

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:** _____