

Term Contract No. 755-A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	755A	Asphalt Maintenance Patcher
Effective Dates	December 17, 2009-December 16, 2012	
Bid Number	200901136	
Administrator	Mike Brendle	
Phone	(919) 807-4516	
Fax	(919) 807-4510	
E-Mail	tmike.brendle@doa.nc.gov	
Last Updated	*December 17, 2009	

1. General Information

This contract is intended to cover the State's normal requirements for Asphalt Maintenance Patchers for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Scope of Contract

The intent of this contract is for a self-propelled asphalt maintenance machine. The complete unit to be a new current advertised standard production model.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds 10 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of one unit for any single order.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will

Term Contract No. 755-A

be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 755A.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

7. Delivery

The contractor(s) will complete delivery within 60 days after receipt of order. Ordering agencies should confirm delivery date prior to ordering units.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is one unit or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

FOR NON DOT USERS -Asphalt Maintainer/Patcher with 38" to 62" telescoping screed.	
MAKE:LeeBoy	UNIT PRICE
MODEL: 1200S	\$ 95,421.00
FOR NON-DOT USERS Asphalt Maintainer/Patcher with 42" to 72" telescoping screed.	
MAKE: LeeBoy	UNIT PRICE
MODEL: 1200S	\$ 97,372.26

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact, Phone, Email
Arrow Equipment-call vendor for Federal ID number	1516 Glendale Drive Greensboro, NC 27406	Dane Bambach Greensboro NC 336.294.2326 dane@arrowequipmentinc.com
		David Parton Columbia SC 803.765.2040 david@arrowequipmentinc.com

12. Warranty

Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). During the warranty period the State shall not incur any cost associated for transport of equipment needing repair. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

Term Contract No. 755-A

Under same and all conditions as above, the power train (engine, transmission, torque converter and final drive) shall be covered for an additional period of 24 months.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14 Additional Information

A) **QUALITY ACCEPTANCE INSPECTION:** Upon delivery of the item(s), as called for herein, the end user (state agencies only) may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

B) STANDARD EQUIPMENT:

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

C) SERVICE UPON DELIVERY:

Units shall be complete, serviced and ready for operation when delivered. All self propelled equipment to have at least 10 gallons of fuel in the tank. A North Carolina Safety Inspection or a Federal Safety Inspection is required to be completed and documentation furnished for all applicable equipment.

D) TRAINING:

Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery. .

E) FIRE EXTINGUISHERS:

Fire extinguishers of adequate size shall be mounted on each unit in accordance with applicable National Fire Protection Association (NFPA) requirements.

15)GENERAL SPECIFICATIONS

Ordering agencies should confirm features prior to placing order.

1. GENERAL:

To perform various maintenance functions the asphalt maintainer/patcher shall be able to perform such functions as grinding, paving, shoulder maintenance and tack spraying.

- a. Towable at speeds up to 45 miles per hour by a single axle dump truck.
- b. Furnish with a hydraulic tongue that has a height adjustable lunette eye for towing.

- c. Push rollers located each side of towing tongue.
- d. Empty weight: 9,000 lbs.
- e. Operating weight: 10,400 lbs.
- f. Overall height: 102 inches
- g. Overall width: 102 inches
- h. Overall length: 154 inches

2. HOPPER:

- a. Receiving hopper capacity to be a minimum 2.5-ton.
- b. Hopper feeds material by pivoting hydraulically.
- c. An auger unloads material from hopper to belt.
- d. The hopper to have front rubber spill guards.
- e. Equipped with hydraulic folding wings.

3. FRONT WHEEL DRIVE SYSTEM:

- a. Minimum of six front pneumatic tires.
- b. List tire size and ply rating: 5.70 x 8.00, 6 ply
- c. Front drive system shall be hydraulically powered.
- d. Power steering.
- e. Oscillating front axle.
- f. Front disc brakes.
- g. Brakes to have an emergency stop feature.
- h. Machine able to travel up to 120 feet per minute.

4. ENGINE:

- a. Engine: diesel four cycle
- b. Engine make: Hatz
- c. Engine model: 4L42C
- d. Horsepower rating: 74
- e. Engine equipped with manufacture's standard features including : oil filter, fuel filter and air filter.

- f. Engine shall meet the applicable emission tier standard in effect at time of delivery.
- g. US EPA Tier III certified emission tier standard for engine.
- h. Include a safety shut down in case of excessive temperature or loss of blower belt.
- i. 12-volt electrical system.
- j. Electrical system to include battery, alternator, starter and keyed switch.

5. HYDRAULIC SYSTEM:

- a. Manufacture's standard hydraulic system.
- b. A minimum of two (2) variable volume pumps connected together (one powering the front wheel drive the other powering the rotary grinder) with an attached "piggy back" pump to power all other hydraulic functions.
- c. Furnished with a relief valve(s) for system protection.
- d. Furnished with the manufacture's recommended filtration system.
- e. Hydraulic reservoir furnished with the capacity to prevent fluid overheating and pump cavitations.
- f. Furnish reservoir tank with an oil level gauge, temperature gauge, and filler strainer.
- g. Reservoir capacity. 39 gallons
- h. Furnished with two hydraulic couplers for hydraulic tool operation at the rear of the machine with a minimum 2000-PSI operating system.

6. REAR WHEELS:

- a. A minimum of two rear tires of appropriate size and rating to support the machine during towing and work operations.
- b. Tire size: 9.00 x 14.5
- c. Tire load rating: 12 ply
- d. Each rear wheel shall have electric brakes for towing.

7. GRINDER:

- a. Rotary grinder shall be a minimum 24" wide X 16" diameter.
- b. Grinder drum slides off shaft for maintenance.
- c. Head has approximately 51 replaceable carbide bits.

- d. tool to remove bits.
- e. Raises and lowers hydraulically.
- f. Pivots up to 15 degrees from horizontal.

8. TACK TANK:

- a. Minimum 100 gallon tack tank.
- b. Hydraulically driven asphalt pump capable of producing a delivery rate of 1 ½ gallons per minute.
- c. Tank heated with propane burners.
- d. Furnish a hand held propane burner with appropriate hose and valving that can be used to heat pavement.
- e. Unit shall have a self-winding hose reel equipped with a minimum of 40 ft. X 1/2 inch diameter hose.
- f. Hand-held spray wand shall be furnished with insulated handles, material flow control, and a spray nozzle.

9. PAVER SYSTEM:

- a. Screed constructed from A 36 grade steel.
- b. Floating type design screed.
- c. Screed shall be hydraulically raised and lowered.
- d. Screed furnished with hand-crank screw adjustments.
- e. Screed telescopes hydraulically.
- f. The screed shall be easily modified with an underlay pan to allow paving a narrow strip up to 24" wide.
- g. Propane heating system to be furnished with burners, hoses and regulators.
- h. Furnish refillable propane tank of appropriate size (approximately 30-lb. tank) to supply all burners.

10. DISCHARGE CONVEYOR:

- a. Hydraulically powered conveyor.
- b. Conveyor discharges hopper material towards curbside.
- c. Conveyor belt shall be a minimum of 16" wide.
- d. Conveyor belt shall be heat resistant rated.
- e. Conveyor belt size: 12" w x 5/16" thickness

11. SHOULDER BUILD UP ATTACHMENT:

- a. Unit shall have a shoulder build-up attachment.
- b. Shoulder attachment to have discharge conveyor.
- c. Conveyor belt size:
- d. Strike off device hydraulically raises and lowers.
- e. Strike off telescopes 28" to 42".
- f. Strike off to have manual tilt adjustment.

12. OPERATOR'S STATION:

- a. Main operator's station is located on left of machine.
- b. Main operator's station shall include a steering wheel, 12 volt fan, parking brake, throttle control, directional control, hand operated control levers for safe operation of various features from this station, keyed ignition switch, tool box, fire extinguisher and weather resistant upholstered seat with folding armrest.
- c. Main operator's station covered with a canopy.
- d. An auxiliary operator's station to be located on the right side that includes a weather resistant upholstered seat with folding armrest, a steering wheel, control levers for engine throttle, directional control, paving screed lift, float, extension, main conveyor, discharge auger and shoulder build-up conveyor and attachment.
- e. The operator's panel shall include as a minimum a fuel level gauge, a hydraulic pressure gauge, a hydraulic temperature gauge, a tack temperature gauge, a grinding depth gauge and an hour meter.
- d. All levers, control switches and gauges shall be labeled.
- e. On the back of each seat shall be mounted a slow moving vehicle symbol.

13. TOWING PACKAGE:

- a. Shall include the appropriately rated safety chains, hooks and lighting package as required by SAE, FMVSS and NCDMV.
- b. Length of towing tongue is adjustable.
- c. Tongue movement is hydraulic for hooking and unhooking.
- d. Tongue is furnished with a 3" inside diameter lunette eye.

Contract Addenda

--	--	--