

# NOTICE

Please note this electronic bid from Crafcoc Inc for the solicitation DOT2600000028 was received at the Purchasing Division office prior to the established bid-opening date and time on October 28, 2025, but did not load properly at the public bid opening. The SR ESR10152500000002592 failed to load the electronic bids due to the synchronization jobs between VSS and FIN did not run successfully. This response has since been loaded and is now posted.



Greg Clay

Assistant Purchasing Director

From: **Hope Fout** <[hope.fout@wvoasis.gov](mailto:hope.fout@wvoasis.gov)>

Date: Wed, Oct 29, 2025 at 11:36 AM

Subject: Important Information Concerning Solicitations that closed on 10/28/25 and 10/29/25

To: [toby.l.welch@wv.gov](mailto:toby.l.welch@wv.gov) <[toby.l.welch@wv.gov](mailto:toby.l.welch@wv.gov)>, [james.w.atkins@wv.gov](mailto:james.w.atkins@wv.gov) <[james.w.atkins@wv.gov](mailto:james.w.atkins@wv.gov)>, [john.w.estep@wv.gov](mailto:john.w.estep@wv.gov) <[john.w.estep@wv.gov](mailto:john.w.estep@wv.gov)>, [tara.l.lyle@wv.gov](mailto:tara.l.lyle@wv.gov) <[tara.l.lyle@wv.gov](mailto:tara.l.lyle@wv.gov)>, [lhoskins@wvda.us](mailto:lhoskins@wvda.us) <[lhoskins@wvda.us](mailto:lhoskins@wvda.us)>, [larry.t.workman@wv.gov](mailto:larry.t.workman@wv.gov) <[larry.t.workman@wv.gov](mailto:larry.t.workman@wv.gov)>, [joseph.e.hageriii@wv.gov](mailto:joseph.e.hageriii@wv.gov) <[joseph.e.hageriii@wv.gov](mailto:joseph.e.hageriii@wv.gov)>

Cc: HelpDesk <[HelpDesk@wvoasis.gov](mailto:HelpDesk@wvoasis.gov)>, Finance Team <[FinanceTeam@wvoasis.gov](mailto:FinanceTeam@wvoasis.gov)>

It has come to our attention that the synchronization jobs between VSS and FIN have not been running successfully since approximately 12:30 PM on October 28, 2025. You are receiving this notification because one or more of your solicitations closed during this timeframe.

Our team is actively investigating the issue and will provide an update once the synchronization has been restored.

In the meantime, please refrain from awarding any solicitations that closed during this period until the issue has been resolved.

Thank you for your patience and understanding.

Hope

Hope Fout

West Virginia Enterprise Resource Planning Board

1007 Bullitt St., Suite 400

Charleston, WV 25301

[www.wvOASIS.gov](http://www.wvOASIS.gov)

WV Enterprise Resource Planning Board

Notice: This e-mail message, including any attachments, contains information of the West Virginia State Auditor's Office (1900 Kanawha Boulevard, E, Building 1, Room W-100, Charleston, West Virginia 25305) that may be confidential; proprietary copyrighted and/or legally privileged and is intended solely for the use of the individual or entity named on this message. Any unauthorized review, use, disclosure or distribution of this email is prohibited. If you are not the intended recipient, please contact the sender by email, fax or telephone and destroy all paper and electronic copies of the original message.



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1800346

Procurement Type: Central Master Agreement

Vendor ID: 000000229160

Legal Name: CRAFCO INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 10/20/2025

Response Time: 16:57

Responded By User ID: Crafc01

First Name: Debby

Last Name: Eddy

Email: bids@crafco.com

Phone: 602-276-0406

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000028

Published Date: 10/7/25

Close Date: 10/28/25

Close Time: 13:30

Status: Closed

Solicitation Description: Repair Products for Bridges & Roads - Supplemental

Total of Header Attachments: 5

Total of All Attachments: 5



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cold-Poured Joint & Crack Sealant, Pkg/jug	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Cold-Poured Joint & Crack Sealant, Pkg/ drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hot-Poured Joint & Crack Sealant (ASTM D6690, Type I & II)	0.00000	LB	0.510000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** Meltable packaging is available at \$0.54 per pound.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hot-Poured Aggregate-Filled Repair Materials, Pkg/container	0.00000	LB	0.530000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** Meltable packaging is available at \$0.56 per pound.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hot-Poured Aggregate-Filled Repair Materials, Pkg/pallet	0.00000	LB	0.530000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** Meltable packaging is available at \$0.56 per pound.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Hot-Pour Non-Asphalt-Based Joint & Crack Seal. Pkg/container	0.00000	LB	2.290000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:**

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hot-Pour Non-Asphalt-Based Joint & Crack Seal. Pkg/pallet	0.00000	LB	2.290000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:**

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Methyl Methacrylate Concrete Crack Sealers, Pkg/jug	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Methyl Methacrylate Concrete Crack Sealers, Pkg/pail	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Methyl Methacrylate Concrete Crack Sealers, Pkg/drum	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	HMWM Concrete Crack Sealer, Pkg/pails	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	HMWM Concrete Crack Sealer, Pkg/drum	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	HMWM Concrete Crack Sealer, Pkg/tote	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/jug	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/tote	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Geosynthetic Materials, Packaged as individual rolls	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #
30121900			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	High-Strength Non-Shrink Concrete Patch, Pkg/0.5 CU FT Kit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	High-Strength Non-Shrink Concrete Patch, Pkg/1.0 CU FT Kit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	High-Strength Non-Shrink Concrete Patch, Pkg/5.0 CU FT Kit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Commodity Line Comments:** No Bid - Crafc0 does not manufacture this type of product.

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 1800346			<b>Reason for Modification:</b>
<b>Doc Description:</b> Repair Products for Bridges & Roads - Supplemental			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-10-07	2025-10-28 13:30	CRFQ 0803 DOT2600000028	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: **000000229160**

Vendor Name : **Crafco, Inc.**

Address : **6165**

Street : **West Detroit Street**

City : **Chandler**

State : **Arizona** Country : **United States** Zip : **85226**

Principal Contact : **Debby Eddy / bids@crafco.com**

Vendor Contact Phone: **(602) 276-0406** Extension:

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor Signature X  FEIN# **86-0324978** DATE **10/20/2025**

**Robert Stabler, Vice President Operations**  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**REQUEST FOR QUOTATION:**  
 The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, multiple award contract for delivery of various Qualified Purchase Order Materials (QPOM) repair products. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cold-Poured Joint & Crack Sealant, Pkg/jug	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
 See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cold-Poured Joint & Crack Sealant, Pkg/drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
 See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hot-Poured Joint & Crack Sealant (ASTM	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hot-Poured Aggregate-Filled Repair Materials, Pkg/container	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

See Attached Pricing Sheet

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hot-Poured Aggregate-Filled Repair Materials,	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

See Attached Pricing Sheet

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hot-Pour Non-Asphalt-Based Joint & Crack Seal. Pkg/container	0.00000	LB		

Comm Code
31201700

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hot-Pour Non-Asphalt-Based Joint & Crack Seal. Pkg/pallet	0.00000	LB		
<b>See Attached Pricing Sheet</b>					
Com Code	Manufacturer	Specification	Model #		
31	1700				

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Methyl Methacrylate Concrete Crack Sealers, Pkg/jug	0.00000	LB		
<b>No Bid</b>					
Com Code	Manufacturer	Specification	Model #		
31	1700				

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.



INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Methyl Methacrylate Concrete Crack Sealers, Pkg/pail	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Methyl Methacrylate Concrete Crack Sealers, Pkg/drum	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	HMWM Concrete Crack Sealer, Pkg/pails	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	HMWM Concrete Crack Sealer, Pkg/drum	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	HMWM Concrete Crack Sealer, Pkg/tote	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

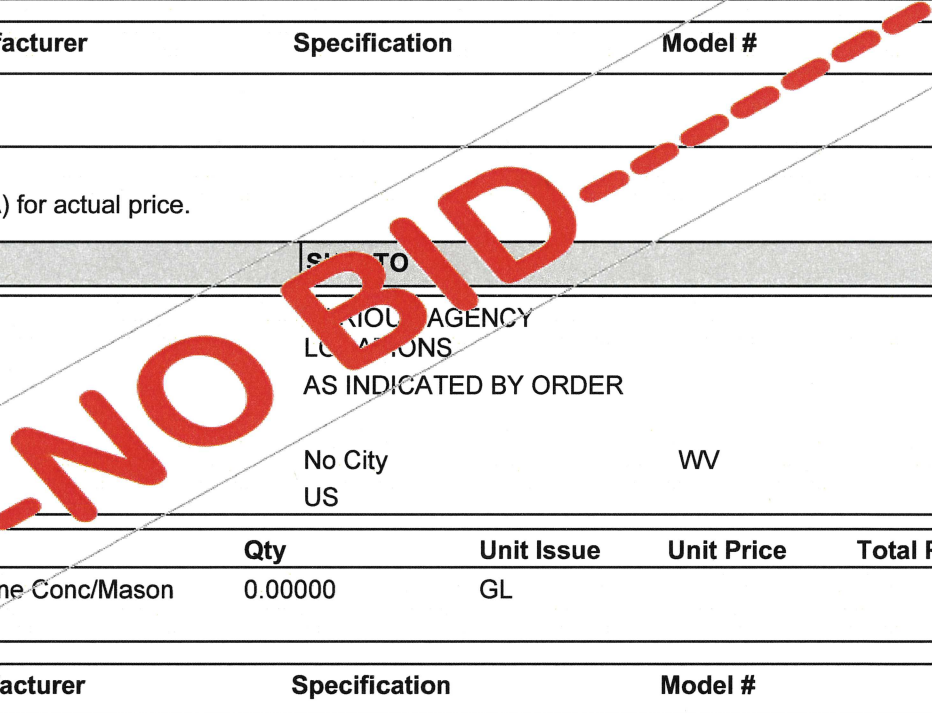
**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Water-Based D...Crystalline Conc/Mason Seal, Pkg/...	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.



INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Water-Based Dual-Crystalline Conc/Mason Seal, Pkg/tote	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

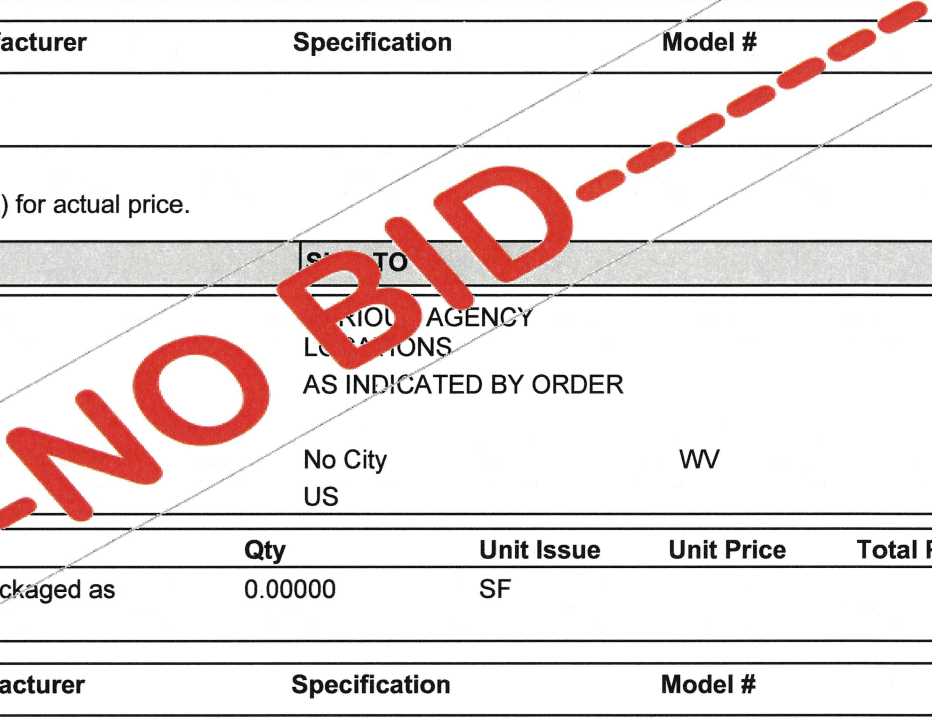
**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Geosynthetic Materials, Packaged as individual rolls	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #
30121900			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.



INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	High-Strength Non-Shrink Concrete Patch, Pkg/ 0.5 CU FT Kit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	High-Strength Non-Shrink Concrete Patch, Pkg/ 1.0 CU FT Kit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	High-Strength Non-Shrink Concrete Patch, Pkg/ 5.0 CU FT Kit	0.00000	EA		
<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>		
30	1500				

No Bid

**Extended Description:**

See Pricing Page Attachment A (ATT A) for actual price.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-10-16

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	High-Strength Non-Shrink Concrete Patch, Pkg/ 5.0 CU FT Kit	0.00000	EA		
<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>		
30	1500				

No Bid

**Extended Description:**  
See Pricing Page Attachment A (ATT A) for actual price.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-10-16



	Document Phase	Document Description	Page
			13
DOT2600000028	Final	Repair Products for Bridges & Roads - Supplemental	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

**3. PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: October 16, 2025 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: john.w.estep@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:**

JOHN ESTEP

**SOLICITATION NO.:**

CRFQ 0803 DOT2600000028

**BID OPENING DATE:**

October 28, 2025

**BID OPENING TIME:**

1:30 PM

**FAX NUMBER:**

304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

**Bid Opening Date and Time:** October 28, 2025 @ 1:30 pm

**Bid Opening Location:**

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

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

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

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

**11. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

**14. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

**16. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

**20. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

**21. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of 5 months. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

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

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.



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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Debby Eddy

(Address) 6165 West Detroit Street, Chandler, AZ 85226

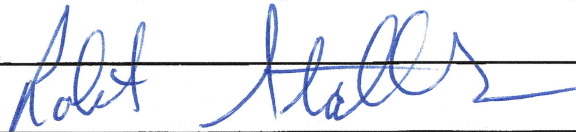
(Phone Number) / (Fax Number) (602) 276-0406

(email address) bids@crafco.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Crafco, Inc.  
(Company)



(Signature of Authorized Representative)

Robert Stabler, Vice President Operations 10/20/2025

(Printed Name and Title of Authorized Representative) (Date)

(602) 276-0406 / (480) 961-0513

(Phone Number) (Fax Number)

bids@crafco.com

(Email Address)

**REQUEST FOR QUOTATION**  
**Repair Products for Bridges and Roads - Supplemental**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, multiple award contract for delivery of various Qualified Purchase Order Materials (QPOM) repair products, to include delivery, for use in the preventative maintenance of bridges and roadways throughout the state of West Virginia.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“AASHTO”** – The American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
  
  - 2.2 **“AASHTO Product Evaluation and Audit Solutions”** - An AASHTO materials testing branch which, with the support of the Federal Highway Administration (FHWA), coordinates testing of materials and products used for highway safety, construction, and maintenance. Formerly known as NTPEP. Reference: <https://transportation.org/product-evaluation-and-audit-solutions/>.
  
  - 2.3 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  
  - 2.4 **“ASTM”** - The American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).
  
  - 2.5 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3.3 of this Solicitation and referenced throughout.
  
  - 2.6 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

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- 2.7 **“Emergency Work”** – Work or orders required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
- 2.8 **“FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.
- 2.10 **“NEPCOAT”** – The Northeast Protective Coating Committee is an affiliation of northeast states for the purpose of developing acceptance/testing criteria of protective coating for use on highway bridge steel.
- 2.11 **“Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.12 **“QPOM”** – The Qualifying Purchase Order Materials list that can be found in Materials Procedure 106.000.02.  
<https://transportation.wv.gov/highways/mcst/Pages/Quality-Purchase-Order-Materials-List.aspx>
- 2.13 **“Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.14 **“Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **“WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division by completing the Specification Order Form provided within the website.

- 3.2 Evaluation of New Products:** Materials Procedure (MP) 106.00.02 governs the process for submitting new products for use in WVDOH Highway Construction. Vendors/Manufacturers must submit an HL-468 form for each product to be evaluated for Approved Product List (APL) placement or Qualifying Purchase Order Materials (QPOM) list placement. Materials that are already listed on an MCS&T APL at the time of solicitation do not require resubmission.

**3.2.1** Vendor is responsible for providing only APL or QPOM approved Contract Items. Vendors shall only calculate bid prices based on approved products on MCS&T APL or QPOM at the time of this solicitation. Vendors shall not bid products that are not on an MCS&T APL or QPOM at the time of solicitation, even if additional products have been submitted for review but evaluation results are unknown. Submitting a product for evaluation does not guarantee its approval.

**3.2.2** Vendors SHALL NOT submit new products for approval with their bid submission. Any new product submissions received with Vendors' bids will be disregarded. Vendors shall follow the New Product/Process Evaluation Procedure for submission described at [https://transportation.wv.gov/highways/mcst/Pages/newproduct\\_evaluationprocedure.aspx](https://transportation.wv.gov/highways/mcst/Pages/newproduct_evaluationprocedure.aspx).

- 3.3 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. Reference Section 8.1 of this contract for acceptable substitutions over the life of this contract.

**3.3.1 QPOM List :** The following QPOM categories for products are available for bid on the Pricing Pages, Attachment A, ATT A. Products on the QPOM meet the requirements of 106.002.02 and have been approved for use on WVDOH state funded projects; QPOM products under this contract are not intended for use with federal construction projects. The categories available for bid are:



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- Cold-Poured Joint & Crack Sealant
- Hot-Poured Joint & Crack Selant (ASTM D6690, Type I & II)
- Hot-Poured Aggregate-Filled Repair Materials (ASTM D8260)
- Hot-Poured Non-Asphalt-Based Joint & Crack Sealant
- Methyl Methacrylate Concrete Crack Sealers
- High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers
- Water-Based Dual-Crystalline Concrete and Masonry Sealers
- Geosynthetic Materials
- High-Strength Non-Shrink Concrete Patching Materials

NOTE: Asphalt/Concrete Cold Patch Materials is intentionally not bid on this contract as bagged cold patch materials are already available on another WVDOH contract.

- 3.3.2 Emergency Request:** Emergency requests, as ordered by a WVDOH District Engineer or their designee, is work that shall be initiated within forty-eight (48) hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.7 of this Solicitation and prominently noted on an ADO. Designated emergency requests will be paid at 1.50 times the vendor's bid price.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

- 4.1.1 Determining Low Bid Per Project:** To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

- 4.2 Pricing Pages, Attachment A ("ATT A"):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendors shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all Contract Items. Vendor

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shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

**4.2.1** The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

**4.2.2** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov).

**4.2.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

**4.2.4** Vendor should list the description of Contract Items / product names as they will appear on the Vendors future invoices under this contract, as shown in the vendors billing system for products. Providing this information with the bid facilitates future payment processing.

**4.2.5 Description in Vendors Billing System:** Vendor should list the description of Contract Items as they will appear on the Vendors future invoices under this contract, if the vendor's description differs from the description listed on the Pricing Page (ATT A) with the solicitation. Providing this information with the bid facilitates future payment processing.

Vendor Billing System descriptions will be scrutinized and bid clarifications issued if the description provided conflicts with or is

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inconsistent with the corresponding Contract Item or lists a product that is not on the MCS&T QPOM list.

**4.2.6** Vendor should bid the unit price as indicated in the Unit of Measure column of the Pricing Pages (ATT A) for the purchase indicated. If the WVDOH needs 9 oz of a product bid, but the smallest manufactured size for the product is a 16 oz tube, the WVDOH would order the whole 16 oz tube.

**4.3** **Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

**4.4** **Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

**5. ORDERING AND PAYMENT:**

**5.1** **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment address with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

**5.1.1** WVDOH should contact the low bid vendor in advance of ordering whenever possible to ascertain the product name, make, product data sheet, preparation and use instructions, and safety data sheet. Vendor's refusal to provide this information shall be considered a refusal of order, as described in Section 6.1.

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- 5.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.3 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia’s Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor’s Office. The Vendor may visit the WV State Auditor’s website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH’s discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs, and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Delivery Time:** Vendor shall deliver standard orders within seven (7) calendar days after orders are received. Vendor shall deliver emergency orders within 2 calendar day(s) after orders are received. Vendor shall ship all orders in

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accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.**

- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled delivery date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.3.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

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**Table 108.7.1**  
**Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

**6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

**6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

**6.5 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

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- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendors shall not charge a restocking fee if returned products are in resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

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**8. MISCELLANEOUS:**

- 8.1 Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract. **Products bid with the same Approved Product List subcategory are interchangeable.**
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Debby Eddy  
**Telephone Number:** (602) 276-0406  
**Fax Number:** (480) 961-0513  
**Email Address:** bids@crafco.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



Repair Products for Bridges Roads - Supplemental  
**ATTACHMENT A - PRICING PAGE (ATT A)**

**Vendor Instructions:**

Please provide a price for all Contract Items listed below. Vendor may bid on any or all Contract Items. **Only MCS&T Qualified Purchase Order Materials (QPOM) list products may be bid on this supplemental.** This is a multiple vendor award contract. Vendor shall include delivery cost to any WVDOH location statewide within their bid price per unit. No separate delivery charge will be permitted. The Contract Item Description includes intended purchase method to indicate individual or bulk purchases, but the actual bid price should be broken down into the smallest unit of measure, as indicated in the Unit of Measure column. Estimated purchase quantities are not available. No future use of the Contract or any individual item is guaranteed or implied.

**Vendor Name:** CRAFCO, INC.

Contract Item #	Contract Item Description	Vendor's Billing System Description (Section 4.2.5)*	Unit Of Measure	Bid Price
1	Cold-Poured Joint & Crack Sealant, Packaged as individual jug	NO BID	GL	\$
2	Cold-Poured Joint & Crack Sealant, Packaged as drum	NO BID	GL	\$
3	Hot-Poured Joint & Crack Sealant (ASTM D6690, Type I & II), Packaged as carton/cardboard box/meltable container	ROADSAVER 221	LB	\$0.51
4	Hot-Poured Aggregate-Filled Repair Materials (ASTM D8260), Packaged as cardboard box/meltable container	MASTIC ONE	LB	\$0.53
5	Hot-Poured Aggregate-Filled Repair Materials (ASTM D8260), Purchased as bulk - Packaged as a pallet	MASTIC ONE	LB	\$0.53
6	Hot-Poured Non-Asphalt-Based Joint & Crack Sealant, Packaged as meltable containers.	ROADSAVER 960 GRAY	LB	\$2.29
7	Hot-Poured Non-Asphalt-Based Joint & Crack Sealant, Purchased as bulk - Packaged as a pallet	ROADSAVER 960 GRAY	LB	\$2.29

Repair Products for Bridges Roads - Supplemental  
**ATTACHMENT A - PRICING PAGE (ATT A)**

Contract Item #	Contract Item Description	Vendor's Billing System Description (Section 4.2.5)*	Unit Of Measure	Bid Price
8	Methyl Methacrylate Concrete Crack Sealers, Packaged as jug	NO BID	LB	\$
9	Methyl Methacrylate Concrete Crack Sealers, Packaged as bucket	NO BID	LB	\$
10	Methyl Methacrylate Concrete Crack Sealers, Packaged as a drum	NO BID	LB	\$
11	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as individual pails	NO BID	LB	\$
12	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as drum	NO BID	LB	\$
13	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as tote	NO BID	LB	\$
14	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as individual jug	NO BID	GL	\$
15	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as a pail	NO BID	GL	\$
16	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as drum	NO BID	GL	\$
17	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as tote	NO BID	GL	\$
18	Geosynthetic Materials, Packaged as individual rolls	NO BID	SF	\$
19	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 0.5 CU FT Kit	NO BID	EA	\$
20	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 1.0 CU FT Kit	NO BID	EA	\$
21	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 5.0 CU FT Kit	NO BID	EA	\$

NOTE: Any Non-QPOM product listed above will be Disqualified.

Repair Products for Bridges Roads - Supplemental  
**ATTACHMENT A - PRICING PAGE (ATT A)**

**Vendor Instructions:**

Please provide a price for all Contract Items listed below. Vendor may bid on any or all Contract Items. **Only MCS&T Qualified Purchase Order Materials (QPOM) list products may be bid on this supplemental.** This is a multiple vendor award contract. Vendor shall include delivery cost to any WVDOH location statewide within their bid price per unit. No separate delivery charge will be permitted. The Contract Item Description includes intended purchase method to indicate individual or bulk purchases, but the actual bid price should be broken down into the smallest unit of measure, as indicated in the Unit of Measure column. Estimated purchase quantities are not available. No future use of the Contract or any individual item is guaranteed or implied.

**Vendor Name:** CRAFCO, INC.

Contract Item #	Contract Item Description	Vendor's Billing System Description (Section 4.2.5)*	Unit Of Measure	Bid Price
1	Cold-Poured Joint & Crack Sealant, Packaged as individual jug	NO BID	GL	\$
2	Cold-Poured Joint & Crack Sealant, Packaged as drum	NO BID	GL	\$
3	Hot-Poured Joint & Crack Sealant (ASTM D6690, Type I & II), Packaged as carton/cardboard box/meltable container	ROADSAVER 221	LB	\$0.51
4	Hot-Poured Aggregate-Filled Repair Materials (ASTM D8260), Packaged as cardboard box/meltable container	MASTIC ONE	LB	\$0.53
5	Hot-Poured Aggregate-Filled Repair Materials (ASTM D8260), Purchased as bulk - Packaged as a pallet	MASTIC ONE	LB	\$0.53
6	Hot-Poured Non-Asphalt-Based Joint & Crack Sealant, Packaged as meltable containers.	ROADSAVER 960 GRAY	LB	\$2.29
7	Hot-Poured Non-Asphalt-Based Joint & Crack Sealant, Purchased as bulk - Packaged as a pallet	ROADSAVER 960 GRAY	LB	\$2.29

Repair Products for Bridges Roads - Supplemental  
**ATTACHMENT A - PRICING PAGE (ATT A)**

Contract Item #	Contract Item Description	Vendor's Billing System Description (Section 4.2.5)*	Unit Of Measure	Bid Price
8	Methyl Methacrylate Concrete Crack Sealers, Packaged as jug	NO BID	LB	\$
9	Methyl Methacrylate Concrete Crack Sealers, Packaged as bucket	NO BID	LB	\$
10	Methyl Methacrylate Concrete Crack Sealers, Packaged as a drum	NO BID	LB	\$
11	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as individual pails	NO BID	LB	\$
12	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as drum	NO BID	LB	\$
13	High Molecular Weight Methacrylate (HMWM) Concrete Crack Sealers, Packaged as tote	NO BID	LB	\$
14	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as individual jug	NO BID	GL	\$
15	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as a pail	NO BID	GL	\$
16	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as drum	NO BID	GL	\$
17	Water-Based Dual-Crystalline Concrete and Masonry Sealers, Packaged as tote	NO BID	GL	\$
18	Geosynthetic Materials, Packaged as individual rolls	NO BID	SF	\$
19	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 0.5 CU FT Kit	NO BID	EA	\$
20	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 1.0 CU FT Kit	NO BID	EA	\$
21	High-Strength Non-Shrink Concrete Patching Materials, Packaged as 5.0 CU FT Kit	NO BID	EA	\$

NOTE: Any Non-QPOM product listed above will be Disqualified.

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www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL**

Crafco RoadSaver 221 sealant is a hot-applied asphalt-based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in hot to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive, and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highways, streets, and airfield pavements and is applied to pavement cracks and joints using either pressure feed Melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafco product for over 30 years. VOC = 0 g/l.

**SPECIFICATION CONFORMANCE**

RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

<u>Test</u>	<u>ASTM D6690 (AASHTO M324) Type II Spec. Limits</u>
Cone Penetration	90 max.
Softening Point	176 °F (80 °C) min.
Resilience	60% min.
Bond, -20 °F (-29 °C), 50% ext.	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

**INSTALLATION**

The unit weight of Crafco RoadSaver 221 is 10.5 lbs. per gallon (1.26 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING**

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Meltable** packaging consists of approximately 30 lbs. (13.6 kg) completely meltable packages that are interlocked stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Meltable packaging quickly melts into the product without affecting specification conformance. Meltable packaged sealant products are sold by the pallet only and individual packages are not intended for sale. For more details on meltable packaging go to <https://crafco.com/materials-documentation/>

**WARRANTY**

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

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 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Mastic One is a hot-applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One complies with ASTM D8260 Type I. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well-bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher units), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

**PROPERTIES** Properties of the binder, aggregate and blended and heated Mastic One according to ASTM D8260 are as follows:

<u>Property</u>	<u>Requirement</u>
<b>POLYMER MODIFIED BINDER</b>	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
<b>AGGREGATE</b>	
Abrasion Resistance (ASTM C131)	35% max
<b>BLENDED PRODUCT</b>	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7 -2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)

<u>Test</u>	<u>ASTM D8260 Type I Specification Limits</u>
Mastic Resilience (ASTM (8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

\*Refer to installation instructions if working on sloped pavements or repairing larger defects

**INSTALLATION** The density of Mastic One is 116 pcf (+/- 3%) and the weight per gallon is 15.5 lbs./gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at www.crafco.com and provided with each pallet of Mastic One.

**PACKAGING** Mastic One is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured polymer modified binder and aggregate. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 40 lb. (18.1 kg) of product with 60 boxes per pallet, weighing approximately 2400 lb. (1088 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

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**READ BEFORE USING THIS PRODUCT**

**GENERAL**

Crafco RoadSaver 960 Gray Sealant is a gray colored, hot applied, single component, elastically modified composition of non-asphaltic ingredients and modifiers used to fill cracks and joints in asphalt and Portland cement concrete pavements. RoadSaver 960 Gray Sealant is supplied in powder/granular form in meltable bags which when melted and properly applied forms an adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. RoadSaver 960 Gray Sealant is used in highway, street, and airfield pavements where the gray color is desired. VOC=0 g/l.

**SPECIFICATION CONFORMANCE**

Crafco RoadSaver 960 Gray Sealant meets all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements".

<u>Test</u>	<u>ASTM D6690, AASHTO M324 Type I Spec. Limits</u>
Cone Penetration at 77 °F (25 °C) (ASTM D5329)	90 units max
Softening Point (ASTM D36)	176 °F (80 °C) minimum
Bond, non-immersed, 0 °F (-18 °C), 50% ext.	Pass 5 cycles
Asphalt Compatibility (ASTM D5329)	Pass
Maximum Heating Temperature	400 °F (204 °C)
Minimum Application Temperature	380 °F (193 °C)

**INSTALLATION**

The unit weight of Crafco RoadSaver 960 Gray Sealant is 11.3 lbs. per gallon (1.35 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. RoadSaver 960 Gray Sealant can only be reheated one time after initial heating and shall not be maintained at maximum heating temperature for more than 8 hours. These instructions are provided with each pallet of product.

**PACKAGING**

Product is supplied in meltable bags each containing 35 +/- 2 lbs. (15.8 +/- 1 kg) of product with 60 bags per pallet. Bags are stacked and stretch wrapped on pallets containing approximately 2100 lbs. (953 kg). To use, the pallet wrap is removed, and individual bags are placed in Melter. There are no cardboard boxes or other components to open, empty, handle or dispose of. The bag melts into the product without affecting specification conformance.

**WARRANTY**

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**