



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

State of West Virginia
Master Agreement

Order Date: 01-31-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0803 0066 DOT6624C014A 1	Procurement Folder:	1311910
Document Name:	Bridge Expansion Joint Repair Products 6624C014	Reason for Modification:	
Document Description:	Bridge Expansion Joint Repair Products 6624C014		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-02-05
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-02-04

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000207543	Requestor Name:	Careasa M Nichols
GEORGE L WILSON & CO OF WV INC PO BOX 590		Requestor Phone:	304-414-3212
BRIDGEPORT WV 26330		Requestor Email:	careasa.m.nichols@wv.gov
US			
Vendor Contact Phone:	999-999-9999		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

24
 FILE LOCATION _____

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

2-7-24 66

Total Order Amount:	Open End
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Purchasing Division's File Copy

JE 1/31/24

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tara Hester 2/7/2024*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *Shay Day 2-15-24*
 ELECTRONIC SIGNATURE ON FILE

2/13/2024

Extended Description:

The Vendor, George L. Wilson & Co. of WV Inc. agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Bridge Expansion Joint Repair Kit per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 11/07/2024, Addendum_1 dated 11/07/2024 and the Vendor's bid dated 11/14/2023, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30111902			KIT	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: EMSEAL Emcrete Polyurethane Nosing or equal

Extended Description:

see attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	30111902			ROLL	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: EMSEAL BEJS Joint System or equal - 1/2"

Extended Description:

see attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	30111902			ROLL	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: EMSEAL BEJS Joint System or equal - 3/4"

Extended Description:

See attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	30111902			ROLL	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: EMSEAL BEJS Joint System or equal - 1"

Extended Description:

see attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	30111902			ROLL	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: EMSEAL BEJS Joint System or equal - 1-1/4"

Extended Description:

See attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 1-1/2"

Extended Description:
See attached pricing page - attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 1-3/4"

Extended Description:
See Pricing Page - Attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 2"

Extended Description:
See attached pricing page - Attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 2-1/4"

Extended Description:
See attached Pricing Page Attachment A for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 2-1/2"

Extended Description:
See attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 2-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 3"

Extended Description:

See attached pricing page - Attachment A, for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 3-1/4"

Extended Description:

See attached pricing page - Attachment A, for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 3-1/2"

Extended Description:

See attached pricing page - attachment A, for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 3-3/4"

Extended Description:

See attached pricing page - Attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	30111902			PCE	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL BEJS Joint System or equal - 4"

Extended Description:

See attached pricing page - Attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination - 1/2"

Extended Description:

See Attached Pricing Page- Attachment A, for actual cost to enter bid price

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination - 3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination - 1"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -1-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -1-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -1-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -2-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -2-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -2-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -3"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -3-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -3-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -3-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Termination -4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -1"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -1-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -1-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -1-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -2-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -2-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -2-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -3"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -3-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -3-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -3-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Universal - 90 Transition -4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 1"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 1-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 1-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 1-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 2-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 2-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 2-3/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 3"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 3-1/4"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
59	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 3-1/2"

Extended Description:
see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
60	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 3-3/4"

Extended Description:

see attached pricing page - attachment A, for actual cost to enter bid price.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
61	30111902			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: EMSEAL Compatible Kickout Termination - 4"

Extended Description:

see attached pricing page - attachment A, for actual cost to enter bid price.

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 ONE (1) YEAR. 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 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.

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.

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) Michael J. Buxton

(Address) 220 E General Robinson St

(Phone Number) / (Fax Number) 412-321-3129, 412-321-2459

(email address) m.buxton@georgelwilson.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.

George L. Wilson of WV
(Company)

Michael J. Buxton
(Signature of Authorized Representative)
Michael J. Buxton, Senior Buyer

(Printed Name and Title of Authorized Representative) (Date)
412-321-3129

(Phone Number) (Fax Number)
m.buxton@georgelwilson.com

(Email Address)

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

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 contract for bridge expansion joint repair products, for use in the repair and maintenance of bridge expansion joints 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 **“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.

 - 2.2 **“AASHTO”** - used throughout this Solicitation means the American Association of State Highway and Transportation Officials. Reference: www.transportation.org.

 - 2.3 **“Arm’s Length Transaction”** - A transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.

 - 2.4 **“ASTM”** - used throughout this Solicitation means the American Society for Testing and Materials. Reference: www.astm.org.

 - 2.5 **“Contract Item(s)” or “Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3.2 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.

 - 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.

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

- 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 7.1.1 of these Specifications.
- 2.10** “**Pricing Pages,**” “**Attachment A,**” and “**ATT A**” - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.11** “**Solicitation**” - The official notice of an opportunity to supply the State with goods or services.
- 2.12** “**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.
- 2.13** “**Universal-90° Termination**” - an angled unit, downturn installed, where a joint runs off of a bridge deck.
- 2.14** “**Universal-90° Transition**” - an angled unit used to join materials and/or other units.
- 2.15** “**WVDOH**” or “**Agency**” – in these Specifications refers to the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 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.

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Section 624, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at:
<https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

3.2 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.

3.2.1 SILSPEC SES Expansion Joint System or Equal is composed of the Contract Items listed below as components making up the system. All proposed equal components must be compatible with the current SILSPEC SES Expansion Joint Systems .

3.2.1.1 SSI SILSPEC 900 Polymer Nosing or Equal: The polymer nosing material or proposed equal shall be a three-component rapid curing liquid polymer that cures to a dense, semi-flexible, weather, abrasion, and impact resistant polymer mortar.

The polymer nosing material shall be sold by the kit and comprised of the following three components:

- polymer resin
- curing agent
- engineered blend of graded aggregates

SSI SILSPEC 900 or proposed equal shall meet or exceed the following:

Cure: Shall cure at a minimum substrate temperature of 70°F and be able to accept traffic in four hours. **Shelf Life:** Unopened shall be two years, minimum, when stored above 45°F and below 90°F.

Mixed polymer without aggregate shall meet or exceed the following:

Mixing Ratio:	1:1 by Volume	
Color:	Black	
Tensile Strength:	2000 psi min.	ASTM D 638*
Elongation, percent	45% - 65%	ASTM D 638*
Shore D Hardness:	65-75 at 77°F	ASTM D 2240
Gel Time:	15-25 minutes	AASHTO M 200-73

*Molded specimens, 0.25 in thickness

Mixed polymer with aggregate shall meet or exceed the following:

Compressive Strength:	3000 psi min.	ASTM C 579 Method B @24 hr.
Bond Strength:	2000 psi min.	ASTM C 882
Abrasion Resistance:	1.0 max.	ASTM C 501, Taber H22

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

Aggregate: Shall be supplied by Vendor, well-graded, clean, and dry.

3.2.2 SILSPEC SES Expansion Joint Seal or Equal shall be comprised of a pre-compressed, silicone-and-foam hybrid to be installed into field applied epoxy adhesive on the joint faces with silicone bellows locked to the joint faces with a silicone sealant band. SILSPEC SES Expansion Joint Seal or proposed equal shall be supplied by the following sizes:

- kit- see Section 3.2.1.1
- piece- equals one 6.56-foot stick
- roll- equals 12 linear foot reel
- SILSPEC compatible universal-90° termination
- SILSPEC compatible universal-90° transition
- SILSPEC compatible kick-out termination,

SILSPEC SES Expansion Joint Seal or proposed equal shall meet or exceed the following:

Silicone

Color: Black

Percent Solids: 96 minimum

Specific Gravity: 1.26 – 1.34

Following Test Conducted on sealant, cured after 21 days at 77°F and 50% RH:

Elongation: 1400% min

Joint Modulus @ 50% Elongation: 7(48) psi (kPa)

Joint Modulus @ 100% Elongation: 8(55) psi (kPa)

Joint Modulus @ 150% Elongation: 9(62) psi (kPa)

Adhesion to Concrete, min % Elongation: +600%

Adhesion to Asphalt, min % Elongation: +600%

Joint Movement: +100/-50 %, 10 Cycles, no failures

Weatherability: Unaffected by climatic extremes

Flexibility: Cured sealants stay rubbery from -50° to 300°F.

Foam

Base Material: Cellular, high density, polyurethane foam

Impregnation: Proprietary, modified, water-based, acrylic

Temp Service Range: High 185° F, Low -40° F ASTM C711

UV Resistance: No change @ 2000 hours ASTM G155-00A

Resistance to Aging: No change @ 2000 hours ASTM G155-00A

Bleeding: -40°F to 180°F No bleeding compressed min. of claimed movement i.e., -50% of nominal size when heated simultaneously to 180°F 3 hours.

**REQUEST FOR QUOTATION
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Compression Set: Materials recovers to +50% of nominal size in 24 hours of compression to -50% and heated simultaneously to 180° for 3 hours.

3.2.3 EMSEAL BEJS Expansion Joint System or Equal is composed of the contract Items listed below as components making up the system. All proposed equal components must be compatible with the current EMSEAL BEJS Expansion Joint Systems.

3.2.3.1 EMSEAL EMCRETE Polyurethane Nosing or Equal: This polyurethane nosing or proposed equal shall be a two-component fast curing polyurethane resin mixed with sand and chopped fiberglass that will cure to a durable, flexible, weather and high-impact resistant elastomeric concrete. The polyurethane nosing or proposed equal shall be sold by the kit unit and shall include the following:

- polymethylene polyphenyl polyisocyanates liquid
- amine polyol mixture liquid
- tert-Butyl acetate primer, sand, and fiber.

The polyurethane nosing material or proposed equal shall meet or exceed the following:

Cure: Shall cure at a minimum substrate temperature of 70°F and be able to accept traffic in one hour.

Mixed Polyurethane WITH Sand and Chopped Fiberglass:

Compressive Strength:	1500 psi min.	ASTM D 695
Adhesion (primed concrete):	413 psi min.	ASTM D 7234
Adhesion (primed steel):	492 psi min.	ASTM D 7234
Adhesion (primed galv. steel):	417 psi min.	ASTM D 7234
Tensile Strength: 20% min.	651 psi	ASTM D 412
Hardness (Shore D):	57	ASTM D 2240
Hardness (Shore A):	98	ASTM D 2240
Viscosity @ 50 rpm (mixed resin)	1560cp	ASTM D 4847
Impact Testing, ¹ ball drop:	No Failure	ASTM D 3029- ¹ 95 @ 69° F
	No Failure	ASTM D 3029- 95 @ - 4° F

¹ 1 pound steel ball dropped onto 3/8-inch-thick x 2 ¾ inch dia.

3.2.3.2 EMSEAL BEJS Joint System or Equal shall be comprised of a pre-compressed, silicone-and-foam hybrid to be installed into field applied epoxy adhesive on joint faces with silicone bellows locked to the joint faces with a silicone sealant band. EMSEAL

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

BEJS Joint System or proposed equal shall be supplied by the sized by the following:

- kit – see Section 3.2.3.1
- piece- equals one 6.56-foot stick
- roll- equals 12 linear foot reel
- EMSEAL compatible universal-90° termination
- EMSEAL compatible universal-90° transition
- EMSEAL compatible kick-out termination

The EMSEAL BEJS Joint System or Equal shall meet or exceed the following:

Silicone

Color: Black

Percent Solids: 96 minimum

Specific Gravity: 1.26 – 1.34

Tests below conducted on sealant cured after 21 days at 77°F, 50% RH:

Elongation: 1400% min

Joint Modulus @ 50% Elongation: 7 psi

Joint Modulus @ 100% Elongation: 8 psi

Joint Modulus @ 150% Elongation: 9 psi

Adhesion to Concrete, min % Elongation: +600%

Adhesion to Asphalt, min % Elongation: +600%

Joint Movement: +100/-50 %, 10 Cycles

Weatherability: Unaffected by Climatic Extremes

Flexibility: Cured sealants stay rubbery from -50° to 300°F.

Foam

The foam shall meet or exceed the following:

Base Material: Cellular, high density, polyurethane foam

Impregnation: Proprietary, modified, water-based, acrylic

Temp Service Range: High 185° F, Low -41° F ASTM C711

UV Resistance: No change @ 2000 hours ASTM G155-00A

Resistance to Aging: No change @ 2000 hours ASTM G155-00A

Bleeding: -40°F to 180°F No bleeding compressed min of claimed movement i.e., -50% of nominal size, heated simultaneously to 180°F 3 hours.

Compression Set: Materials recovers to +50% of nominal size in 24 hours of compression to -50% and heated simultaneously to 180° for 3 hours.

- 3.2.4 Proposed Equal:** The WVD0H shall, at its sole discretion, decide if a proposed equal product is an acceptable equivalent to the product brand

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

being bid. The Purchasing Division may contact the Vendor if more information is needed to determine equivalency. Failure to provide requested information within 10 calendar days of the Agency's request shall result in the disqualification of the proposed equal bid, and the vendor should attach with their bid packet any supporting/justifying documentation containing product properties, composition, etc., for review by the WVDOH.

- 3.2.5 Emergency Request:** Emergency requests, as ordered by 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 ADO. Designated emergency requests will be paid at 1.50 times the vendor's bid price.

4. CONTRACT AWARD:

- 4.1 Contract Award:** This 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. Vendor 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 (ATT A) contain a list of Contract Items and estimated purchase volumes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.**

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

4.2.2 Proposed “Equal” Requested Items: If the Vendor is proposing an equivalent product as part of its bid, the Vendor SHALL provide the manufacturer’s name, brand, part name, model, and product type on the Pricing Page (ATT A). See section 3.2.4 for additional information regarding proposed equals.

If no other manufacturer’s name, brand, part name, model, or product type is identified on the Pricing Page (ATT A), the WVDOH will expect that the Vendor is providing the requested brand products.

4.2.3 Vendors should type or electronically enter the information into the Pricing Pages (ATT A) 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

4.2.4 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.

4.2.5 Submitting Pricing Pages (ATT A) other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of the 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.

4.3 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.

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

- 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 addresses 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. The vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

- 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) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

- 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 15 working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 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 proceeding 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 start 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 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:

**REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products**

**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 (ATT A), contract specifications or WV-39 Blanket Release Order. 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. The 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 a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

- 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. Vendor shall not charge a restocking fee if returned products are in a 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.**

8. MISCELLANEOUS:

- 8.1 No 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.
- 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.

REQUEST FOR QUOTATION
Bridge Expansion Joint Repair Products

- 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: Michael J. Buxton
Telephone Number: 412-321-3129
Fax Number: 412-321-2459
Email Address: m.buxton@georgelwilson.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 the cancellation of this contract.



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

Proc Folder: 1311910		Reason for Modification:	
Doc Description: ADDENDUM NO-1 Bridge Expansion Jt Repair Products 6624C014		ADDENDUM NO_1 Attached Revised Exhibit A Pricing Pages	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-07	2023-11-14 13:30	CRFQ 0803 DOT2400000043	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

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 contract for bridge expansion joint repair products, for use in the repair and maintenance of bridge expansion joints throughout the state of West Virginia. 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 WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bridge Expansion Joint Repair Products	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111902			

Extended Description:

see attached pricing page - attachment A for actual cost to enter bid price

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-11-06

SOLICITATION NUMBER: CRFQ DOT2400000043

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000043 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Attach Revised Exhibit A Pricing Page (added Est Quantities)

Bid Opening remains 11/14/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, it will be expected that the Vendor is bidding the WVDOT brand specified.

Item #	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Est. Qty.	Unit Cost
	EMSEAL BEJS Expansion Joint System or equal					
1	EMSEAL Emcrete Polyurethane Nosing or equal			KIT	8	
2	EMSEAL BEJS Joint System or equal - 1/2"			ROLL	5	
3	EMSEAL BEJS Joint System or equal - 3/4"			ROLL	5	
4	EMSEAL BEJS Joint System or equal - 1"			ROLL	5	
5	EMSEAL BEJS Joint System or equal - 1-1/4"			ROLL	5	
6	EMSEAL BEJS Joint System or equal - 1-1/2"			ROLL	5	
7	EMSEAL BEJS Joint System or equal - 1-3/4"			PIECE	5	
8	EMSEAL BEJS Joint System or equal - 2"			PIECE	5	
9	EMSEAL BEJS Joint System or equal - 2-1/4"			PIECE	5	
10	EMSEAL BEJS Joint System or equal - 2-1/2"			PIECE	5	
11	EMSEAL BEJS Joint System or equal - 2-3/4"			PIECE	5	
12	EMSEAL BEJS Joint System or equal - 3"			PIECE	5	
13	EMSEAL BEJS Joint System or equal - 3-1/4"			PIECE	5	
14	EMSEAL BEJS Joint System or equal - 3-1/2"			PIECE	5	
15	EMSEAL BEJS Joint System or equal - 3-3/4"			PIECE	5	
16	EMSEAL BEJS Joint System or equal - 4"			PIECE	5	
17	EMSEAL Compatible Universal-90 Termination - 1/2"			EACH	10	
18	EMSEAL Compatible Universal-90 Termination - 3/4"			EACH	10	
19	EMSEAL Compatible Universal-90 Termination - 1"			EACH	10	
20	EMSEAL Compatible Universal-90 Termination - 1-1/4"			EACH	10	
21	EMSEAL Compatible Universal-90 Termination - 1-1/2"			EACH	10	
22	EMSEAL Compatible Universal-90 Termination - 1-3/4"			EACH	10	
23	EMSEAL Compatible Universal-90 Termination - 2"			EACH	10	
24	EMSEAL Compatible Universal-90 Termination - 2-1/4"			EACH	10	
25	EMSEAL Compatible Universal-90 Termination - 2-1/2"			EACH	10	
26	EMSEAL Compatible Universal-90 Termination - 2-3/4"			EACH	10	
27	EMSEAL Compatible Universal-90 Termination - 3"			EACH	10	
28	EMSEAL Compatible Universal-90 Termination - 3-1/4"			EACH	10	
29	EMSEAL Compatible Universal-90 Termination - 3-1/2"			EACH	10	
30	EMSEAL Compatible Universal-90 Termination - 3-3/4"			EACH	10	
31	EMSEAL Compatible Universal-90 Termination - 4"			EACH	10	
32	EMSEAL Compatible Universal-90 Transition - 1/2"			EACH	10	
33	EMSEAL Compatible Universal-90 Transition - 3/4"			EACH	10	
34	EMSEAL Compatible Universal-90 Transition - 1"			EACH	10	
35	EMSEAL Compatible Universal-90 Transition - 1-1/4"			EACH	10	
36	EMSEAL Compatible Universal-90 Transition - 1-1/2"			EACH	10	
37	EMSEAL Compatible Universal-90 Transition - 1-3/4"			EACH	10	

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, it will be expected that the Vendor is bidding the WVDOT brand specified.

Item #	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Est. Qty.	Unit Cost
	EMSEAL BEJS Expansion Joint System or equal					
38	EMSEAL Compatible Universal-90 Transition - 2"			EACH	10	
39	EMSEAL Compatible Universal-90 Transition - 2-1/4"			EACH	10	
40	EMSEAL Compatible Universal-90 Transition - 2-1/2"			EACH	10	
41	EMSEAL Compatible Universal-90 Transition - 2-3/4"			EACH	10	
42	EMSEAL Compatible Universal-90 Transition - 3"			EACH	10	
43	EMSEAL Compatible Universal-90 Transition - 3-1/4"			EACH	10	
44	EMSEAL Compatible Universal-90 Transition - 3-1/2"			EACH	10	
45	EMSEAL Compatible Universal-90 Transition - 3-3/4"			EACH	10	
46	EMSEAL Compatible Universal-90 Transition - 4"			EACH	10	
47	EMSEAL Compatible Kickout Termination - 1/2"			EACH	10	
48	EMSEAL Compatible Kickout Termination - 3/4"			EACH	10	
49	EMSEAL Compatible Kickout Termination - 1"			EACH	10	
50	EMSEAL Compatible Kickout Termination - 1-1/4"			EACH	10	
51	EMSEAL Compatible Kickout Termination - 1-1/2"			EACH	10	
52	EMSEAL Compatible Kickout Termination - 1-3/4"			EACH	10	
53	EMSEAL Compatible Kickout Termination - 2"			EACH	10	
54	EMSEAL Compatible Kickout Termination - 2-1/4"			EACH	10	
55	EMSEAL Compatible Kickout Termination - 2-1/2"			EACH	10	
56	EMSEAL Compatible Kickout Termination - 2-3/4"			EACH	10	
57	EMSEAL Compatible Kickout Termination - 3"			EACH	10	
58	EMSEAL Compatible Kickout Termination - 3-1/4"			EACH	10	
59	EMSEAL Compatible Kickout Termination - 3-1/2"			EACH	10	
60	EMSEAL Compatible Kickout Termination - 3-3/4"			EACH	10	
61	EMSEAL Compatible Kickout Termination - 4"			EACH	10	

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, it will be expected that the Vendor is bidding the WVDOT brand specified.

Item #	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Est. Qty.	Unit Cost
	SILSPEC® SES Expansion Joint System or equal					
62	SSI SILSPEC® 900 Polymer Nosing or equal			KIT	8	
63	SILSPEC® SES Expansion Joint Seal or equal - 1/2"			ROLL	5	
64	SILSPEC® SES Expansion Joint Seal or equal - 3/4"			ROLL	5	
65	SILSPEC® SES Expansion Joint Seal or equal - 1"			ROLL	5	
66	SILSPEC® SES Expansion Joint Seal or equal - 1-1/4"			ROLL	5	
67	SILSPEC® SES Expansion Joint Seal or equal - 1-1/2"			PIECE	5	
68	SILSPEC® SES Expansion Joint Seal or equal - 1-3/4"			PIECE	5	
69	SILSPEC® SES Expansion Joint Seal or equal - 2"			PIECE	5	
70	SILSPEC® SES Expansion Joint Seal or equal - 2-1/4"			PIECE	5	
71	SILSPEC® SES Expansion Joint Seal or equal - 2-1/2"			PIECE	5	
72	SILSPEC® SES Expansion Joint Seal or equal - 2-3/4"			PIECE	5	
73	SILSPEC® SES Expansion Joint Seal or equal - 3"			PIECE	5	
74	SILSPEC® SES Expansion Joint Seal or equal - 3-1/4"			PIECE	5	
75	SILSPEC® SES Expansion Joint Seal or equal - 3-1/2"			PIECE	5	
76	SILSPEC® SES Expansion Joint Seal or equal - 3-3/4"			PIECE	5	
77	SILSPEC® SES Expansion Joint Seal or equal - 4"			PIECE	5	
78	SILSPEC Compatible Universal -90 Termination - 1/2"			EACH	10	
79	SILSPEC Compatible Universal -90 Termination - 3/4"			EACH	10	
80	SILSPEC Compatible Universal -90 Termination - 1"			EACH	10	
81	SILSPEC Compatible Universal -90 Termination - 1-1/4"			EACH	10	
82	SILSPEC Compatible Universal -90 Termination - 1-1/2"			EACH	10	
83	SILSPEC Compatible Universal -90 Termination - 1-3/4"			EACH	10	
84	SILSPEC Compatible Universal -90 Termination - 2"			EACH	10	
85	SILSPEC Compatible Universal -90 Termination - 2-1/4"			EACH	10	
86	SILSPEC Compatible Universal -90 Termination - 2-1/2"			EACH	10	
87	SILSPEC Compatible Universal -90 Termination - 2-3/4"			EACH	10	
88	SILSPEC Compatible Universal -90 Termination - 3"			EACH	10	
89	SILSPEC Compatible Universal -90 Termination - 3-1/4"			EACH	10	
90	SILSPEC Compatible Universal -90 Termination - 3-1/2"			EACH	10	
91	SILSPEC Compatible Universal -90 Termination - 3-3/4"			EACH	10	
92	SILSPEC Compatible Universal -90 Termination - 4"			EACH	10	
93	SILSPEC Compatible Universal -90 Transition - 1/2"			EACH	10	

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, it will be expected that the Vendor is bidding the WVDOT brand specified.

Item #	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Est. Qty.	Unit Cost
	SILSPEC® SES Expansion Joint System or equal					
94	SILSPEC Compatible Universal -90 Transition - 3/4"			EACH	10	
95	SILSPEC Compatible Universal -90 Transition - 1"			EACH	10	
96	SILSPEC Compatible Universal -90 Transition - 1-1/4"			EACH	10	
97	SILSPEC Compatible Universal -90 Transition - 1-1/2"			EACH	10	
98	SILSPEC Compatible Universal -90 Transition - 1-3/4"			EACH	10	
99	SILSPEC Compatible Universal -90 Transition - 2"			EACH	10	
100	SILSPEC Compatible Universal -90 Transition - 2-1/4"			EACH	10	
101	SILSPEC Compatible Universal -90 Transition - 2-1/2"			EACH	10	
102	SILSPEC Compatible Universal -90 Transition - 2-3/4"			EACH	10	
103	SILSPEC Compatible Universal -90 Transition - 3"			EACH	10	
104	SILSPEC Compatible Universal -90 Transition - 3-1/4"			EACH	10	
105	SILSPEC Compatible Universal -90 Transition - 3-1/2"			EACH	10	
106	SILSPEC Compatible Universal -90 Transition - 3-3/4"			EACH	10	
107	SILSPEC Compatible Universal -90 Transition - 4"			EACH	10	
108	SILSPEC Compatible Kickout Termination - 1/2"			EACH	10	
109	SILSPEC Compatible Kickout Termination - 3/4"			EACH	10	
110	SILSPEC Compatible Kickout Termination - 1"			EACH	10	
111	SILSPEC Compatible Kickout Termination - 1-1/4"			EACH	10	
112	SILSPEC Compatible Kickout Termination - 1-1/2"			EACH	10	
113	SILSPEC Compatible Kickout Termination - 1-3/4"			EACH	10	
114	SILSPEC Compatible Kickout Termination - 2"			EACH	10	
115	SILSPEC Compatible Kickout Termination - 2-1/4"			EACH	10	
116	SILSPEC Compatible Kickout Termination - 2-1/2"			EACH	10	
117	SILSPEC Compatible Kickout Termination - 2-3/4"			EACH	10	
118	SILSPEC Compatible Kickout Termination - 3"			EACH	10	
119	SILSPEC Compatible Kickout Termination - 3-1/4"			EACH	10	
120	SILSPEC Compatible Kickout Termination - 3-1/2"			EACH	10	
121	SILSPEC Compatible Kickout Termination - 3-3/4"			EACH	10	
122	SILSPEC Compatible Kickout Termination - 4"			EACH	10	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT240000043

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

George L. Wilson of WV

Company

Michael J. Byrte

Authorized Signature

1/11/2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community.

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 contract for bridge expansion joint repair products, for use in the repair and maintenance of bridge expansion joints throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bridge Expansion Joint Repair Products	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111902			

Extended Description:

see attached pricing page - attachment A for actual cost to enter bid price

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2023-11-06

SOLICITATION NUMBER: CRFQ DOT2400000043

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000043 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Vendor Questions and Responses – Attach Revised Exhibit A Pricing Page (Est Qty)

Bid Opening remains 11/14/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Solicitation Number # CRFQ DOT24*43 Bridge Expansion Joint Repair Products

Responses to Questions from Vendors

Question 1

We are looking into bidding this and we noticed there are no assigned quantities to this? If we wanted to obtain any special pricing we would need to get any type of quantity projections you may have? Is this something that is possible?

Answer 1

Please see the attached revised ATT A Pricing Pages with Estimated Quantities included. Please disregard any and all Pricing Pages other than the one that is attached with Addendum 2, identified by CMA 6624C014 REVISED 11-7-23 in the bottom right footer of each page.

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, It will be expected that the Vendor is bidding the WVDOT brand specified.

#	Est. Qty.	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Unit Cost
		EMSEAL BEJS Expansion Joint System or equal				
1	21	EMSEAL Emcrete Polyurethane Nosing or equal			KIT	
2	5	EMSEAL BEJS Joint System or equal - 1/2"			ROLL	
3	5	EMSEAL BEJS Joint System or equal - 3/4"			ROLL	
4	23	EMSEAL BEJS Joint System or equal - 1"			ROLL	
5	5	EMSEAL BEJS Joint System or equal - 1-1/4"			ROLL	
6	40	EMSEAL BEJS Joint System or equal - 1-1/2"			ROLL	
7	6	EMSEAL BEJS Joint System or equal - 1-3/4"			PIECE	
8	151	EMSEAL BEJS Joint System or equal - 2"			PIECE	
9	127	EMSEAL BEJS Joint System or equal - 2-1/4"			PIECE	
10	85	EMSEAL BEJS Joint System or equal - 2-1/2"			PIECE	
11	5	EMSEAL BEJS Joint System or equal - 2-3/4"			PIECE	
12	72	EMSEAL BEJS Joint System or equal - 3"			PIECE	
13	5	EMSEAL BEJS Joint System or equal - 3-1/4"			PIECE	
14	5	EMSEAL BEJS Joint System or equal - 3-1/2"			PIECE	
15	5	EMSEAL BEJS Joint System or equal - 3-3/4"			PIECE	
16	5	EMSEAL BEJS Joint System or equal - 4"			PIECE	
17	10	EMSEAL Compatible Universal-90 Termination - 1/2"			PIECE	
18	10	EMSEAL Compatible Universal-90 Termination - 3/4"			EACH	
19	10	EMSEAL Compatible Universal-90 Termination - 1"			EACH	
20	10	EMSEAL Compatible Universal-90 Termination - 1-1/4"			EACH	
21	2	EMSEAL Compatible Universal-90 Termination - 1-1/2"			EACH	
22	2	EMSEAL Compatible Universal-90 Termination - 1-3/4"			EACH	
23	3	EMSEAL Compatible Universal-90 Termination - 2"			EACH	
24	5	EMSEAL Compatible Universal-90 Termination - 2-1/4"			EACH	
25	5	EMSEAL Compatible Universal-90 Termination - 2-1/2"			EACH	
26	5	EMSEAL Compatible Universal-90 Termination - 2-3/4"			EACH	
27	2	EMSEAL Compatible Universal-90 Termination - 3"			EACH	
28	10	EMSEAL Compatible Universal-90 Termination - 3-1/4"			EACH	
29	10	EMSEAL Compatible Universal-90 Termination - 3-1/2"			EACH	
30	10	EMSEAL Compatible Universal-90 Termination - 3-3/4"			EACH	
31	10	EMSEAL Compatible Universal-90 Termination - 4"			EACH	
32	10	EMSEAL Compatible Universal-90 Transition - 1/2"			EACH	
33	10	EMSEAL Compatible Universal-90 Transition - 3/4"			EACH	
34	10	EMSEAL Compatible Universal-90 Transition - 1"			EACH	
35	10	EMSEAL Compatible Universal-90 Transition - 1-1/4"			EACH	
36	10	EMSEAL Compatible Universal-90 Transition - 1-1/2"			EACH	
37	10	EMSEAL Compatible Universal-90 Transition - 1-3/4"			EACH	
38	10	EMSEAL Compatible Universal-90 Transition - 2"			EACH	

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

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#	Est. Qty	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Unit Cost
		EMSEAL BEJS Expansion Joint System or equal				
39	10	EMSEAL Compatible Universal-90 Transition - 2-1/4"			EACH	
40	10	EMSEAL Compatible Universal-90 Transition - 2-1/2"			EACH	
41	10	EMSEAL Compatible Universal-90 Transition - 2-3/4"			EACH	
42	10	EMSEAL Compatible Universal-90 Transition - 3"			EACH	
43	10	EMSEAL Compatible Universal-90 Transition - 3-1/4"			EACH	
44	10	EMSEAL Compatible Universal-90 Transition - 3-1/2"			EACH	
45	10	EMSEAL Compatible Universal-90 Transition - 3-3/4"			EACH	
46	10	EMSEAL Compatible Universal-90 Transition - 4"			EACH	
47	10	EMSEAL Compatible Kickout Termination - 1/2"			EACH	
48	10	EMSEAL Compatible Kickout Termination - 3/4"			EACH	
49	10	EMSEAL Compatible Kickout Termination - 1"			EACH	
50	10	EMSEAL Compatible Kickout Termination - 1-1/4"			EACH	
51	10	EMSEAL Compatible Kickout Termination - 1-1/2"			EACH	
52	10	EMSEAL Compatible Kickout Termination - 1-3/4"			EACH	
53	10	EMSEAL Compatible Kickout Termination - 2"			EACH	
54	10	EMSEAL Compatible Kickout Termination - 2-1/4"			EACH	
55	10	EMSEAL Compatible Kickout Termination - 2-1/2"			EACH	
56	10	EMSEAL Compatible Kickout Termination - 2-3/4"			EACH	
57	10	EMSEAL Compatible Kickout Termination - 3"			EACH	
58	10	EMSEAL Compatible Kickout Termination - 3-1/4"			EACH	
59	10	EMSEAL Compatible Kickout Termination - 3-1/2"			EACH	
60	10	EMSEAL Compatible Kickout Termination - 3-3/4"			EACH	
61	10	EMSEAL Compatible Kickout Termination - 4"			EACH	

Bridge Expansion Joint Repair Products Pricing Pages

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Item #	Est. Qty.	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Unit Cost
		SILSPEC® SES Expansion Joint System or equal				
62	5	SSI SILSPEC® 900 Polymer Nosing or equal			KIT	
63	5	SILSPEC® SES Expansion Joint Seal or equal - 1/2"			ROLL	
64	5	SILSPEC® SES Expansion Joint Seal or equal - 3/4"			ROLL	
65	5	SILSPEC® SES Expansion Joint Seal or equal - 1"			ROLL	
66	5	SILSPEC® SES Expansion Joint Seal or equal - 1-1/4"			ROLL	
67	5	SILSPEC® SES Expansion Joint Seal or equal - 1-1/2"			PIECE	
68	5	SILSPEC® SES Expansion Joint Seal or equal - 1-3/4"			PIECE	
69	5	SILSPEC® SES Expansion Joint Seal or equal - 2"			PIECE	
70	5	SILSPEC® SES Expansion Joint Seal or equal - 2-1/4"			PIECE	
71	5	SILSPEC® SES Expansion Joint Seal or equal - 2-1/2"			PIECE	
72	5	SILSPEC® SES Expansion Joint Seal or equal - 2-3/4"			PIECE	
73	5	SILSPEC® SES Expansion Joint Seal or equal - 3"			PIECE	
74	5	SILSPEC® SES Expansion Joint Seal or equal - 3-1/4"			PIECE	
75	5	SILSPEC® SES Expansion Joint Seal or equal - 3-1/2"			PIECE	
76	5	SILSPEC® SES Expansion Joint Seal or equal - 3-3/4"			PIECE	
77	5	SILSPEC® SES Expansion Joint Seal or equal - 4"			PIECE	
78	10	SILSPEC Compatible Universal -90 Termination - 1/2"			EACH	
79	10	SILSPEC Compatible Universal -90 Termination - 3/4"			EACH	
80	10	SILSPEC Compatible Universal -90 Termination - 1"			EACH	
81	10	SILSPEC Compatible Universal -90 Termination - 1-1/4"			EACH	
82	2	SILSPEC Compatible Universal -90 Termination - 1-1/2"			EACH	
83	2	SILSPEC Compatible Universal -90 Termination - 1-3/4"			EACH	
84	6	SILSPEC Compatible Universal -90 Termination - 2"			EACH	
85	10	SILSPEC Compatible Universal -90 Termination - 2-1/4"			EACH	
86	10	SILSPEC Compatible Universal -90 Termination - 2-1/2"			EACH	
87	10	SILSPEC Compatible Universal -90 Termination - 2-3/4"			EACH	
88	2	SILSPEC Compatible Universal -90 Termination - 3"			EACH	
89	10	SILSPEC Compatible Universal -90 Termination - 3-1/4"			EACH	
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92	10	SILSPEC Compatible Universal -90 Termination - 4"			EACH	
93	10	SILSPEC Compatible Universal -90 Transition - 1/2"			EACH	
94	10	SILSPEC Compatible Universal -90 Transition - 3/4"			EACH	
95	10	SILSPEC Compatible Universal -90 Transition - 1"			EACH	
96	10	SILSPEC Compatible Universal -90 Transition - 1-1/4"			EACH	

Bridge Expansion Joint Repair Products Pricing Pages

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Item #	Est. Qty.	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Unit Cost
		SILSPEC® SES Expansion Joint System or equal				
97	10	SILSPEC Compatible Universal -90 Transition - 1-1/2"			EACH	
98	10	SILSPEC Compatible Universal -90 Transition - 1-3/4"			EACH	
99	10	SILSPEC Compatible Universal -90 Transition - 2"			EACH	
100	10	SILSPEC Compatible Universal -90 Transition - 2-1/4"			EACH	
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102	10	SILSPEC Compatible Universal -90 Transition - 2-3/4"			EACH	
103	10	SILSPEC Compatible Universal -90 Transition - 3"			EACH	
104	10	SILSPEC Compatible Universal -90 Transition - 3-1/4"			EACH	
105	10	SILSPEC Compatible Universal -90 Transition - 3-1/2"			EACH	
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108	10	SILSPEC Compatible Kickout Termination - 1/2"			EACH	
109	10	SILSPEC Compatible Kickout Termination - 3/4"			EACH	
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(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

George L. Wilson of WV

Company

Michael J. Bayle

Authorized Signature

1/11/2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Bridge Expansion Joint Repair Products Pricing Pages

Vendor Name: _____

George L Wilson & Co., Inc.

Vendor shall provide the Unit Cost as per the Unit of Measure listed in the table below. Units of measure within this contract (kit, roll, and piece) are further defined in Section 3.2.1.1 and 3.2.3.1 of the Contract Specifications. The Unit Cost shall include material and delivery. The Vendor should bid all Contract under each system they intend to bid. If the Vendor is bidding a proposed equal product to the brand listed they shall include manufacturer name, part number, model, product type, and product information per Section 4.2.2 of the Contract Specifications. If no proposed equal product information is listed, it will be expected that the Vendor is bidding the WVDOT brand specified.

Ite m #	Est. Qty	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	Unit Cost
		EMSEAL BEJS Expansion Joint System or equal				
1		EMSEAL Emcrete Polyurethane Nosing or equal	Emcrete II	Emcrete II	KIT	97.5
2		EMSEAL BEJS Joint System or equal - 1/2"	BOR-0050	92051	ROLL	111.95
3		EMSEAL BEJS Joint System or equal - 3/4"	BOR-0075	92052	ROLL	124.95
4		EMSEAL BEJS Joint System or equal - 1"	BOR-0100	92053	ROLL	134.25
5		EMSEAL BEJS Joint System or equal - 1-1/4"	BOR-0125	92054	ROLL	145
6		EMSEAL BEJS Joint System or equal - 1-1/2"	BEJS-0150	92004	PIECE	151.75
7		EMSEAL BEJS Joint System or equal - 1-3/4"	BEJS-0175	92007	PIECE	165.5
8		EMSEAL BEJS Joint System or equal - 2"	BEJS-0200	92010	PIECE	177.5
9		EMSEAL BEJS Joint System or equal - 2-1/4"	BEJS-0225	92014	PIECE	196
10		EMSEAL BEJS Joint System or equal - 2-1/2"	BEJS-0250	92017	PIECE	218.15
11		EMSEAL BEJS Joint System or equal - 2-3/4"	BEJS-0275	92021	PIECE	243.5
12		EMSEAL BEJS Joint System or equal - 3"	BEJS-0300	92024	PIECE	252.5
13		EMSEAL BEJS Joint System or equal - 3-1/4"	BEJS-0325	92027	PIECE	281.75
14		EMSEAL BEJS Joint System or equal - 3-1/2"	BEJS-0350	92030	PIECE	315.25
15		EMSEAL BEJS Joint System or equal - 3-3/4"	BEJS-0375	92033	PIECE	322.25
16		EMSEAL BEJS Joint System or equal - 4"	BEJS-0400	92036	PIECE	332
17		EMSEAL Compatible Universal-90 Termination - 1/2"	U90-BEJS-0050	92084T	EACH	59.75
18		EMSEAL Compatible Universal-90 Termination - 3/4"	U90-BEJS-0075	92085T	EACH	62.5
19		EMSEAL Compatible Universal-90 Termination - 1"	U90-BEJS-0100	92086T	EACH	64.5
20		EMSEAL Compatible Universal-90 Termination - 1-1/4"	U90-BEJS-0125	92087T	EACH	66.75
21		EMSEAL Compatible Universal-90 Termination - 1-1/2"	U90-BEJS-0150	92088T	EACH	85.5
22		EMSEAL Compatible Universal-90 Termination - 1-3/4"	U90-BEJS-0175	92089T	EACH	90
23		EMSEAL Compatible Universal-90 Termination - 2"	U90-BEJS-0200	92090T	EACH	94
24		EMSEAL Compatible Universal-90 Termination - 2-1/4"	U90-BEJS-0225	92091T	EACH	99.95
25		EMSEAL Compatible Universal-90 Termination - 2-1/2"	U90-BEJS-0250	92092T	EACH	107.25
26		EMSEAL Compatible Universal-90 Termination - 2-3/4"	U90-BEJS-0275	92093T	EACH	115.75
27		EMSEAL Compatible Universal-90 Termination - 3"	U90-BEJS-0300	92094T	EACH	118.75
28		EMSEAL Compatible Universal-90 Termination - 3-1/4"	U90-BEJS-0325	92095T	EACH	128.25
29		EMSEAL Compatible Universal-90 Termination - 3-1/2"	U90-BEJS-0350	92096T	EACH	139.5
30		EMSEAL Compatible Universal-90 Termination - 3-3/4"	U90-BEJS-0375	92097T	EACH	141.75
31		EMSEAL Compatible Universal-90 Termination - 4"	U90-BEJS-0400	92098T	EACH	145
32		EMSEAL Compatible Universal-90 Transition - 1/2"	BEJS-0050 90DEG TRAN	92084	EACH	59.75
33		EMSEAL Compatible Universal-90 Transition - 3/4"	BEJS-0075 90DEG TRAN	92085	EACH	62.5

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34	EMSEAL Compatible Universal-90 Transition - 1"	BEJS-0100 90DEG TRAN			
35	EMSEAL Compatible Universal-90 Transition - 1-1/4"	BEJS-0125 90DEG TRAN	92086	EACH	64.5
36	EMSEAL Compatible Universal-90 Transition - 1-1/2"	BEJS-0150 90DEG TRAN	92087	EACH	66.75
37	EMSEAL Compatible Universal-90 Transition - 1-3/4"	BEJS-0175 90DEG TRAN	92088	EACH	85.5
38	EMSEAL Compatible Universal-90 Transition - 2"	BEJS-0200 90DEG TRAN	92089	EACH	90
39	EMSEAL Compatible Universal-90 Transition - 2-1/4"	BEJS-0225 90DEG TRAN	92090	EACH	94
40	EMSEAL Compatible Universal-90 Transition - 2-1/2"	BEJS-0250 90DEG TRAN	92091	EACH	99.95
41	EMSEAL Compatible Universal-90 Transition - 2-3/4"	BEJS-0275 90DEG TRAN	92092	EACH	107.25
42	EMSEAL Compatible Universal-90 Transition - 3"	BEJS-0300 90DEG TRAN	92093	EACH	115.75
43	EMSEAL Compatible Universal-90 Transition - 3-1/4"	BEJS-0325 90DEG TRAN	92094	EACH	118.75
44	EMSEAL Compatible Universal-90 Transition - 3-1/2"	BEJS-0350 90DEG TRAN	92095	EACH	128.25
45	EMSEAL Compatible Universal-90 Transition - 3-3/4"	BEJS-0375 90DEG TRAN	92096	EACH	139.5
46	EMSEAL Compatible Universal-90 Transition - 4"	BEJS-0400 90DEG TRAN	92097	EACH	141.75
47	EMSEAL Compatible Kickout Termination - 1/2"	BEJS-0050-KOT-HORZ	92098	EACH	145
48	EMSEAL Compatible Kickout Termination - 3/4"	BEJS-0075-KOT-HORZ	92104	EACH	59.75
49	EMSEAL Compatible Kickout Termination - 1"	BEJS-0100-KOT-HORZ	92105	EACH	62.5
50	EMSEAL Compatible Kickout Termination - 1-1/4"	BEJS-0125-KOT-HORZ	92106	EACH	64.5
51	EMSEAL Compatible Kickout Termination - 1-1/2"	BEJS-0150-KOT-HORZ	92107	EACH	66.75
52	EMSEAL Compatible Kickout Termination - 1-3/4"	BEJS-0175-KOT-HORZ	92108	EACH	85.5
53	EMSEAL Compatible Kickout Termination - 2"	BEJS-0200-KOT-HORZ	92110	EACH	90
54	EMSEAL Compatible Kickout Termination - 2-1/4"	BEJS-0225-KOT-HORZ	92111	EACH	94
55	EMSEAL Compatible Kickout Termination - 2-1/2"	BEJS-0250-KOT-HORZ	92113	EACH	99.95
56	EMSEAL Compatible Kickout Termination - 2-3/4"	BEJS-0275-KOT-HORZ	92114	EACH	107.25
57	EMSEAL Compatible Kickout Termination - 3"	BEJS-0300-KOT-HORZ	92116	EACH	115.75
58	EMSEAL Compatible Kickout Termination - 3-1/4"	BEJS-0325-KOT-HORZ	92117	EACH	118.75
59	EMSEAL Compatible Kickout Termination - 3-1/2"	BEJS-0350-KOT-HORZ	92118	EACH	128.25
60	EMSEAL Compatible Kickout Termination - 3-3/4"	BEJS-0375-KOT-HORZ	92119	EACH	139.5
61	EMSEAL Compatible Kickout Termination - 4"	BEJS-0400-KOT-HORZ	92120	EACH	141.75
			92121	EACH	145