



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

**Request for
 Quotation**

RFQ NUMBER
088C0200

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

*FORM TECH CONCRETE FORMS, INC.
 Rt 2 Box 33
 POCA, WV 25159*

**DIVISION OF HIGHWAYS
 DISTRICT EIGHT
 P.O. BOX 1516
 US 219, NORTH PARSONS ROAD
 ELKINS, WV
 26241-1516 304-557-0215**

DATE PRINTED 04/17/2008	TERMS OF SALE NET 30	SHIP VIA BEST WAY	FO.B. POCA, WV	FREIGHT TERMS \$500.00 / per DELIVERY
BID OPENING DATE: 05/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		135-38	\$ 5.30	
<p>BAGS-NON SHRINK GROUT <i>CHEM MASTER CON SET NON SHRINK GROUT - 50# BAG</i> OPEN END CONTRACT <i>60 BAGS PER PACKET</i></p> <p>TO PROVIDE NON-SHRINK GROUT - BAGS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS DISTRICT EIGHT PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

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2008 MAY -6 A 10: 14

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *May Jim* TELEPHONE **304-755-9550** DATE **5-5-08**

TITLE **REGIONAL MGR.** FEIN **38-3179533-001** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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 DISTRICT EIGHT
 P.O. BOX 1516
 US 219, NORTH PARSONS ROAD
 ELKINS, WV
 26241-1516 304-557-0215

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/17/2008				

BID OPENING DATE: **05/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(✓) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD- QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(✓) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>[Signature]</i> FORM TECH CONCRETE FORMS INC</p>						

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BID OPENING DATE: 05/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: 5-5-08</p> <p>SIGNED: <i>Mary Girdi</i></p> <p>TITLE: REGIONAL MGR</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 088C0200</p>						

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FORM TECH CONCRETE FORMS, INC
 RT2 Box 33
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/17/2008	NET 30	BEST WAY	POCA, WV	\$500.00 PER DELIVERY
BID OPENING DATE: 05/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:	05/07/2008	
				BID OPENING TIME:	1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-755-9549 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- GARY JIVIDEN -----						
***** THIS IS THE END OF RFQ 088C0200 ***** TOTAL:						<u>\$5.30 / BAG</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gary Jividen</i>	TELEPHONE 304-755-9556	DATE 5-5-08
TITLE REGIONAL MGR	FEIN 38-3179533-001	ADDRESS CHANGES TO BE NOTED ABOVE

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1. The Non-Shrink Grout provided shall have a minimum 3-day compressive strength of 4500 psi when mixed in accordance with the manufacturer's specifications for a pourable (flowable) consistency.
2. The vendor shall attach a manufacturer's Specification/Data Sheet for the non-shrink grout bid.
3. The unit bid price shall be based upon a minimum delivery of 360 bags or 6 pallets.
4. The vendor shall provide the date of manufacture for all grout delivered.
5. Non-Shrink Grout shall also meet the requirements of West Virginia Division of Highways Standard Specification Section 715.5 and be on the current list of Approved Non-Shrink Grout Issued by the West Virginia Division of Highways' Materials Control, Soils and Testing Division, 312 Michigan Avenue, Charleston, WV 25305.
6. Non-Shrink Grout should be packaged in 50 lb. bags and shipped securely palletized and covered with plastic pallet covers. Maximum 64 bags per pallet. Both the pallet charge and all delivery costs must be included in the Vendor's Unit Bid Price.

DELIVERY:

All Material must be delivered F.O.B. to the West Virginia Division of Highways District Eight Lot, located on US Route 219, 1 Mile North of Elkins, WV. All deliveries must be completed no later than 15 calendar days following the Vendor's receipt of an approved order.

The District Eight Materials Storeroom Supervisor, 304-637-0226, shall be notified of the vendor's intent to ship at least 24 hours prior to delivery in order to coordinate equipment and manpower for unloading. In any event, delivery will only be accepted during normal working hours. Monday thru Friday - 7:30am to 4:00pm

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: FORM TECH CONCRETE FORMS, INC

Authorized Signature:  Date: 5-5-08



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO QUANTITY						
READS: 1 EA BAGS-NON SHRINK GROUT						
TO READ: ESTIMATED QUANTITY-1500 BAGS NON SHRINK GROUT						
BID OPENING DATE AND TIME REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1,500	BG		135-38	\$5.30	\$7950.00
						PLUS FR.T.
***** THIS IS THE END OF RFQ 088C0200 ***** TOTAL:						\$7950.00
						PLUS FR.T.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ray Gist</i>	TELEPHONE 304-755-9550	DATE 5-5-08
TITLE REG. MRG.	FEIN 38-3179533-001	ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

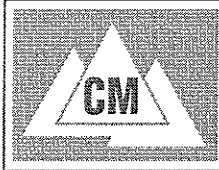
1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



ChemMasters

SPECIALTY CONSTRUCTION PRODUCTS

CONSET GROUT

NONSHRINK, NONMETALLIC
CEMENTITIOUS CONSTRUCTION GROUT

P R O D U C T D A T A

DESCRIPTION

Conset Grout is a prepackaged, cementitious, nonshrink, nonmetallic grout. It is a high strength grout that may be placed at plastic, flowable and fluid consistencies allowing versatile placement under varying conditions. Conset Grout is approved for use by numerous DOT's.

USES

- Building Columns
- Hand Rails
- Bridge Beams
- Boiler Plates
- Sewers
- Machine Bases
- Sole Plates
- Precast Beams
- Precast Columns
- Dowels
- Fence Posts
- Highway Barriers
- Anchor Bolts
- Base-plates
- Bed Plates
- Underpinning
- Wall Panels
- Pipes/ Sleeves

ADVANTAGES

- Flowable and self-leveling
- May be placed at plastic consistency for increased strength requirements
- Nonshrink for maximum load bearing
- Can be extended for placements over 2 inches (5 cm) deep
- Natural aggregate matches the color of concrete
- Pumpable for rapid placement on large projects
- Contains no oxidizing components, will not rust

PACKAGING

Conset Grout is packaged in 50 pound poly-lined moisture proof bags, shipped 60 per pallet shrink wrapped. Conset Grout is also available in 3,000 pound bulk bags subject to minimum order requirements.

TECHNICAL DATA

- ASTM C-1107-99, Grade C
- CRDC-621-92

Flow (ASTM C-230)—Flow Table, 5 drops

	Water per 50 lb. bag		
Plastic	8 pints	3.8 L	107%
Flowable	9 pints	4.3 L	145%
Fluid	9.3-10 pints	4.4-4.7 L	30 sec.

Set Times (ASTM C-191/Vicat Method)

	Initial	Final
Plastic	2.5 hours	3.0 hours
Flowable	3.0 hours	3.5 hours
Fluid	4.0 hours	4.5 hours

Compressive Strength (ASTM C-109) psi

	1 day	7 days	28 days
Plastic	4,520	7,120	8,880
Flowable	3,150	6,660	7,480
Fluid	2,390	5,630	6,710

Expansion (CRDC-621)—in %

	4 hours	1 day	2 days	4 days
Plastic	+0.3	+1.1	+1.2	+1.3
Flowable	+1.4	+2.3	+2.3	+2.5
Fluid	+1.3	+2.1	+2.2	+2.4

Yield per 50 pound (22.7 Kg) bag

Plastic	0.42 Ft. ³	0.011 M ³
Flowable	0.43 Ft. ³	0.012 M ³
Fluid	0.45 Ft. ³	0.013 M ³

VOLUME GROUTING: For applications over 2 inches (5 cm) deep, Conset Grout may be extended with up to 25 pounds (11 Kg) of clean, SSD 3/8" (0.95 cm) pea gravel per bag. With 9 pints (4.3 liters) of water, yield will increase to approximately 0.6 Ft.³ (0.017 M³). When including pea gravel in the mix, flow will decrease significantly.

DIRECTIONS

Grouting is best accomplished at temperatures between 40°-90°F (4°-32°C). For extremely low or high temperatures, follow the guidelines established by ACI for cold or hot weather grouting or consult ChemMasters for additional recommendations.

PREPARATION: The concrete substrate upon which the grout will be placed must be clean and free of any curing or sealing

ChemMasters

An American Owned & Operated Company
300 EDWARDS STREET • MADISON, OHIO 44057-3112
(440) 428-2105 • FAX (440) 428-7091 • ORDER LINE: (800) 486-7866 * www.chemmasters.net

Revised: Oct 2007

compounds, dust, dirt, oil or grease. The base should be textured where possible using a small chipping hammer. Presoak the substrate with water for 24 hours to prevent premature drying of the grout. Cover with wet burlap or polyethylene sheeting to retain moisture.

FORMING: Forms will be required for most grouting applications. Top edges of forms must be higher than bottom of baseplate to be grouted. Seal bottom edges of forms so that grout will not leak. Construct forms with a larger gap, at least 2 inches (5 cm), between form and base being grouted. Use a slant board or construct a head box to direct flow of grout from front to back. Allow at least a 1 inch (2.5 cm) gap at backside of form to facilitate flow and allow air to escape in front of grout flow. All forms in contact with the grout must be coated with a release agent such as Release or Safe-Slip from ChemMasters.

MIXING: A paddle type mortar mixer, grout pump or heavy duty 1/2" drill and mixing prop are required. Place about 80% of required water into clean but pre-wet mixer or container. Use only as much water as will be required to properly place the grout. Adding excess water decreases strength and expansion. If aggregate is used, add to the water. Do not add sand or cement to Conset Grout. With mixer blades operating, open bag(s) and gradually empty into mixer. Mix for about 1 minute, then add remaining water and mix for 3-4 minutes. Following this sequence should eliminate lumping and keep mixer clean and free of excess buildup.

PLACEMENT: Always place grout from one side at a steady, continuous flow to push air out in front of grout flow, ensuring maximum surface bearing of the plate or base. Do not vibrate grout.

CURING: **Proper curing is required!** As soon as grout placement is complete, wet cure the exposed surfaces or apply a high quality curing compound, such as Spray-Cure Clear or Safe Cure Clear. If wet curing, wet burlap may be used following the guidelines in ACI 351, *Grouting for Support of Equipment and Machinery*.

CLEANUP

Clean tools and equipment before material dries and hardens with warm water.

LIMITATIONS

- Do not apply to frost covered or frozen surfaces or at substrate or ambient temperatures below 40°F (4°C). Follow ACI 305 *Hot Weather Concreting* and 306 *Cold Weather Concreting* guidelines for placement during extremely hot or cold temperatures
- ChemMasters recommends the use of ChemGrout mixers and pumps for placements under large baseplates or with a difficult configuration
- Contact ChemMasters Technical Service Staff for special recommendations on precision grouting, dry pack situations or unusual circumstances
- For close tolerance placement or heavy duty applications subjected to extreme thermal shock, chemical resist, extreme high strength or dynamic loading, consider the use of ChemMasters' Kemset, Met-Ox, Polytops CR, Polytops HF or Polytops CR Grout

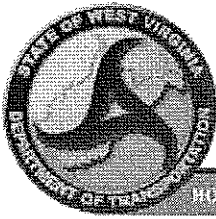
CAUTIONS

May cause eye and respiratory tract irritation. Over exposure may cause skin irritation. Do not take internally. Keep out of reach of children.

This Product is Formulated and Labeled for Industrial and Commercial Use Only

FOR BEST RESULTS AND SAFEST USAGE, USER IS SPECIFICALLY DIRECTED TO CONSULT THE CURRENT MATERIAL SAFETY DATA SHEET AND PACKAGE LABEL FOR THIS PRODUCT

We warrant our products to meet our published specifications and to be free from defects in materials and workmanship to the acceptable quality levels defined in these specifications. If acceptable quality levels are not specified, the acceptable quality levels will be those normally supplied by us for the product. We make no guarantee of the results to be obtained from the use of our products. The determination as to the adaptability of any of our products to the specific needs of the Buyer is solely Buyer's prerogative and responsibility. We are glad to offer suggestions on the use of our products. Nevertheless, there are no warranties given except such expresses warranties offered in connection with the sale of a particular product. Our liability shall be limited to replacement of, or refund of an amount not to exceed the purchase price attributed to, the goods as to which such claim is made. Our selection of one of these alternatives shall be Buyer's exclusive remedy. IN NO CASE SHALL WE BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, CO-CONDITIONS AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OR TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



West Virginia Department of Transportation
Connecting West Virginia and the World

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Home: [Contractor Resource Center](#): [MCS & T](#): [Approved Source/Product Listing](#)

715.5 - NON-SHRINK GROUT

Effective Date: October 1, 2005

Brand Name	Grade	Manufacturer	Lab Number
Sure Grout	A	Kaufman Products, Inc. (K098A)	1360362A
SonogROUT 10K	A	Degussa Building Systems (C406A)	1355177A
Symons Multi-Purpose Construction Grout	B	Symons Corp (S239A)	1355179A
Conset Grout	C	ChemMaster (M044A)	1355174A
Sure-Grip High Performance Grout	C	Dayton Superior Chemical Div. (D013C)	1355175A
1107 Advantage Grout	C	Dayton Superior Chemical Div.	1355176A
Pre-blend Non-Shrink Grout	C	Pre-Blend Products, Inc (P338A)	1355178A