



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

Solicitation

NUMBER
0314C336

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2402

RFQ COPY

D.J.L. MATERIAL & SUPPLY, INC.

P.O. Box 5293
 Akron, OH 44334-0293

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT THREE

624 DEPOT ST
 PARKERSBURG, WV
 26101

304-420-4595

DATE PRINTED
06/19/2014

BID OPENING DATE: 07/09/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		135-38	\$.525/#	\$52,500.00
TO PROVIDE CRACK SEALER AND FILLER REQUEST FOR QUOTATION (OPEN-END CONTRACT) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH CRAFCO ROADSaver 221 OR EQUAL HOT APPLIED ASPHALT BASED CRACK SEALER AND FILLER PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 0314C336 ***** TOTAL:						\$52,500.00
07/09/14 09:52:34AM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
	330-922-3630	July 7, 2014
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
AVP	34-1318958	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: July 2, 2014 at 5:00 PM EST

Submit Questions to:

2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
 Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 9, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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: This Contract becomes effective on award
and extends for a period of 1 year(s).

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 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. Renewal of this Contract is limited to 2 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 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.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

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

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
n/a for n/a

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **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.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.

34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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.

46. 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.

47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

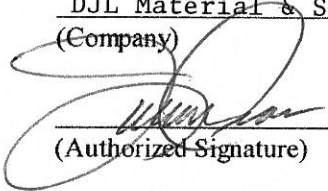
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. ¹⁷

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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DJL Material & Supply, Inc.
(Company)


(Authorized Signature)

Juliann Cronin AVP
(Representative Name, Title)

330-922-3630 330-922-8070
(Phone Number) (Fax Number)

July 7, 2014
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 0314C336

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:

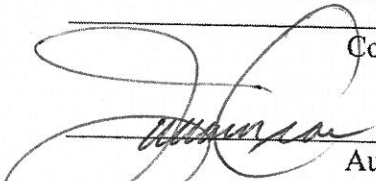
(Check the box next to each addendum received)

- | | |
|---|--|
| <input 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 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.

DJL Material & Supply, Inc.

Company



Authorized Signature



Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, District Three, to establish an open-end contract for Crafc0 RoadSaver 221, or equal.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as 0314C336.
 - 2.4 “ASTM” means the American Society for Testing and Materials. Further details and information can be found at <http://www.astm.org/>.
 - 2.5 “AASHTO” means the American Association of State Highway and Transportation Officials. Further details and information can be found at <http://www.transportation.org/Pages/default.aspx>.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **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.
 - 3.1.1 **Successful vendor shall provide Crafc0 RoadSaver 221, or approved equal, hot-poured asphalt-based seal and crack filler, for District Three.**
 - 3.1.1.1 Hot-pour sealant must be supplied in solid form which when melted and properly applied forms a resilient adhesive and flexible compound that resists cracking in cold temperatures and resists flow and pick-up in warm temperatures.

REQUEST FOR QUOTATION
 [0314C336] Crafc0 RoadSaver 221 hot-poured seal & crack filler, or equal

- 3.1.1.2 Hot-pour sealant must be able to be applied by either pressure-feed melted applications or pour pots.
- 3.1.1.3 Hot-pour sealant must be free-flowing and self-leveling when melted.
- 3.1.1.4 Hot-pour sealant must meet the temperature performance limits of 64-28 for crack sealing and 64-34 for crack filling.
- 3.1.1.5 Hot-pour sealant must be compatible with ASTM D6690 (AASHTO M324) Type II and exceed all requirements of ASTM D6690 (AASHTO M324) Type I and Federal Specification S-SS-164.
- 3.1.1.6 Hot-pour sealant must meet the following specifications:

<u>TEST</u>	<u>ASTM D6690 (AASHTO M324) Type II spec. limits.</u>
Cone Penetration	90 Max.
Flow	3 mm. Max.
Softening Point	176°F (80°C) Min.
Resilience	60% Min.
Bond, -20°F (-29°C) 50 ext	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)
Unit Weight at 60°F	10 lb. per Gal.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by supplying the unit cost per pound of hot-applied asphalt-based crack sealer and filler, to be supplied in individual boxes of 50 pounds, or less. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. 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.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Crystal G. Rink at Crystal.G.Rink@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Invoices are to be sent to the following:
West Virginia Division of Highways
624 Depot Street
Parkersburg, WV 26101
Attn: Ms. Beverly Myers

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 10 working days 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. Vendor is to deliver all materials to The West Virginia Division of Highways, District Three Pennsboro Facility located at *41 Industrial Park Road, Pennsboro, WV, 26415*. Vendor shall notify the District Three Storeroom 1 day prior to delivery at (304) 420-4669.

6.2 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 a third party.

REQUEST FOR QUOTATION
[0314C336] Crafc0 RoadSaver 221 hot-poured seal & crack filler, or equal

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount 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.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements 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.
- 6.5 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. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 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.

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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **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 Leahy
Telephone Number: 330-922-3630
Fax Number: 330-922-8070
Email Address: djlmaterial@yahoo.com

Bid Evaluation Page
RFQ#: 0314C336
 Exhibit A

Item Number	Quantity	Unit of Measure	Description*	Unit Price	Total
1	100,000	Pounds	LB, Crafcoc RoadSaver 221 - or equal Hot-Applied Asphalt Based Crack Sealer and Filler to be supplied in individual boxes-50# or less * "Or Equal" merchandise-vendor must provide complete manufacturer's literature demonstrating adherence to the mandatory requirements contained herein.	\$.525/#	\$52,500.00
Grand Total					\$52,500.00



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

ROADSAVER 221

PART NO. 34221

MARCH 2014

READ BEFORE USING THIS PRODUCT

GENERAL Crafco RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafco product for 25 years. VOC = 0 g/l.

USAGE GUIDELINES RoadSaver 221 pavement temperature performance limits are 64-28 for crack sealing and 64-34 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

High Temperature Grade (°C)

°C	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Low Temperature Grade (°C)

Pavement Temp for Sealant Usage

High Temperature Grade (°C)

°C	58	64	70	76	82
-4					
-10					
-16					
-22					
-28					
-34					
-40					
-46					

Low Temperature Grade (°C)

Pavement Temp for Filler Usage

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

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

INSTALLATION The specific gravity of Crafco RoadSaver 221 is 1.26 at 60°F. Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

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

BOX packaging consists of cardboard boxes containing approximately 30 lb. of product with 75 boxes per pallet, weighing approximately 2250 lbs. Boxes contain a quick melting release film enabling easy removal of product from the box. Boxes are taped closed, without any staples.

PLEXI-melt packaging consists of blocks containing 25 lb. of product with 80 packages per pallet, weighing 2000 lbs. To use, the pallet wrapping is removed, and the individual blocks are placed in the melter. There are no cardboard boxes to open, empty, or dispose of. The PLEXI-melt wrapping quickly melts into the product without affecting properties.

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



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www.crafco.com

INSTALLATION INSTRUCTIONS

HOT-APPLIED ROADSaver, POLYFLEX, PARKING
LOT AND ASPHALT RUBBER PRODUCTS

JANUARY 2008

READ BEFORE USING THIS PRODUCT

GENERAL: These products are hot-applied, single component polymer/rubber modified asphalts supplied in solid form used to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. These products are not fuel resistant, and should not be used in fuel or oil spill prone areas. To use, product is removed from the package, heated in a melter and applied to the pavement. Details on product specifications, climate and usage suitability, and product selection are contained in Product Data Sheets.

MELTING AND APPLICATION: These products must be melted in jacketed double boiler melters with effective agitation that meet requirements of Appendix X1.1 of ASTM D6690. Crafco Supershot, EZ Series 2, and EZ Pour melters are recommended. Do not use direct fired or air heated machines. Heat transfer oil should not exceed 525°F (274°C). The melter must be capable of safely heating product to 400°F (204°C). **CAUTION:** Stop agitation when adding product to prevent splashing. Product is heated to between the minimum application temperature and the maximum heating temperature which are shown on product containers and Product Data Sheets. These products are most effectively applied with pressure feed wand systems. RoadSaver, PolyFlex and Parking Lot products can also be applied using gravity feed pour pots (Part No.40200 and 40201).

APPLICATION LIFE: Application life when heated to application temperature is approximately 12 to 15 hours and may be extended by adding fresh product as quantity in the melter decreases. Product shall be agitated during installation. Product may be reheated once to application temperature, after initial heat up. When application life has been exceeded, RoadSaver and Parking Lot products will thicken, become "stringy" and may then gel. If this occurs, product should immediately be removed from the melter and discarded. Asphalt Rubber and PolyFlex products will soften when overheated or heated for too long.

PAVEMENT TEMPERATURES: Apply product when pavement temperature exceeds 40°F (4°C). Lower temperatures may result in reduced adhesion due to presence of moisture or ice. If pavement temperature is lower than 40°F (4°C), it may be warmed using a heat lance (Part No. 45650) that puts no direct flame on the pavement. If installing at lower pavement temperature than 40°F (4°C), extreme care should be used to insure that cracks or joints are dry and free from ice and other contaminants. Product temperature should be maintained at the maximum heating temperature. If installing product at night, assure that dew is not forming on the pavement surface. Applied product should be checked by qualified personnel to assure that adhesion is adequate.

TRAFFIC CONTROLS: Place traffic controls in accordance with Part 6, Temporary Controls, of the FHWA Manual on Uniform Traffic Control devices (MUTCD) to protect the work site for the duration of the repairs.

CRACK / JOINT CLEANING: For appropriate adhesion, cracks or joints must be thoroughly clean and dry immediately prior to product installation. After widening or debris removal, and just prior to product installation, final cleaning shall use high pressure 90 psi (620kpa) minimum, dry, oil free compressed air to remove any remaining dust. Both sides of the crack or joint shall be cleaned. Surfaces should be inspected to assure adequate cleanliness and dryness.

ASPHALT PAVEMENT CRACK SEALING: Crack sealing consists of installing extensible sealants into routed reservoirs in working cracks in pavements in good condition.

Reservoir Cutting: Based on the 98% LTPPBIND temperature range (difference from high to low), cracks are to be routed as follows:

Temperature Grade Range	Reservoir Width	Reservoir Depth
80°C or less	½" (12 mm)	¾" (19 mm)
86°C	¾" (19 mm)	¾" (19 mm)
92°C	1 1/8" (28 mm)	½" (12 mm)
98° or greater	1 ½" (38 mm)	½" (12 mm)

Reservoir width should not exceed 1 ½" (38 mm). Cutting should remove at least 1/8" (3 mm) from each side and produce vertical, intact surfaces with no loosely bonded aggregate. The pavement should be sound enough to resist significant spalling during cutting. Final reservoir width should not exceed twice the cutter width or 1 ½" (38 mm) maximum.

Installation and Finishing: After cleaning, sealant at the required temperature is installed in the reservoir. Sealant can be installed with up to a 3/8" (10 mm) underfill, flush fill, or with an overband cap that does not exceed 1/16" (1.5mm) above the pavement surface, and not greater than a 2" (50 mm) width beyond crack edges, depending on project specifications. These configurations are achieved using appropriate wand tips, shoes or squeegees. To reduce surface tack, Crafco DeTack or other approved material may be applied.

ASPHALT PAVEMENT CRACK FILLING: Crack filling consists of installing flexible, traffic resistant product into prepared, cleaned, non-working pavement cracks. Filler can be installed in routed or unrouted cracks or in surface overbands.

Routed Reservoir – Routed reservoirs are recommended for longest life. Guidelines for determining reservoir use are:

1. Crack density should not exceed approximately 20% (linear feet of cracks per square feet of pavement area).
2. Pavement should be sound enough to resist significant spalling during cutting. (Final reservoir width should not exceed double the cutter width, or 1 ½"(38 mm) maximum

Reservoir Dimensions – Determined as follows:

1. The cut should remove at least 1/8" (3mm) from each side of the crack and cut back to sound pavement.
2. Minimum width is ½" (12 mm), maximum is 1 ½" (38 mm).
3. Recommended cut depth is ¾" (19 mm).
4. Reservoirs are then cleaned with compressed air.

Cleaned Unrouted Cracks – Cracks may be cleaned and filled without reservoirs, but longer life is achieved with reservoirs. Cleaning consists of using high-pressure dry, clean compressed air, brushing, or vacuum techniques to remove debris.

Surface Overbands – Product can be applied in overbands after crack cleaning with compressed air. Overbands should not exceed 1/16" (1.5 mm) high above the pavement surface and not extend greater than 2" (50 mm) beyond each crack edge.

Filler Installation and Finishing – Same as sealant installation and finishing.

PORTLAND CEMENT CONCRETE PAVEMENT JOINT SEALING AND RESEALING: Joint sealing and resealing consist of

installing extensible sealants into sawn and cleaned joint reservoirs in PCC pavements.

Reservoir Sawing – New concrete should be cured for at least 7 days prior to sawing the joint reservoir. Joint spacing should be at the design dimension, generally from approximately 12 to 20 ft. (3.7 to 6.2m). Joints shall be at least ¼” (6mm) wide, and should not exceed 1½” (38mm). For new pavements designed with narrow joints using the initial narrow saw cut as the reservoir, spaced at 15 ft (5m) maximum, and when using low modulus type sealants, joint width may be as narrow as 1/8 inch (3mm). Contact CrafcO for more details. Reservoir depth should allow a sealant depth to width ratio of 1:1 to 2:1, sufficient depth for backer rod, and the specified surface recess. Reservoirs shall be cut no deeper than required. When resealing, old sealant can be removed by knives, plows or sawing. Sawing shall slightly widen the joint by 1/8 to ¼ inch (3-6mm) to remove all traces of old sealant and produce clean, intact vertical surfaces. Maximum joint width is 1 ½ inch (38mm).

Reservoir Cleaning – After sawing, joints shall be flushed with water to remove sawing slurry and allowed to dry. Just prior to installing sealant, both joint surfaces shall be cleaned using sandblasting, brushing or other means to remove any remaining of sawing residue. Final cleaning is then done with high-pressure (minimum 90 psi , 62N/cm²) clean, dry , oil free compressed air the same day that sealant is installed. Moisture and oil traps are required on the compressor. Joints must be inspected to assure cleanliness by rubbing a finger along each face to spot dust or other contaminants. If found, recleaning should occur until joints are completely clean and dry. The objective of sawing and cleaning is to provide vertical, intact, clean concrete bonding surfaces free from all contaminants and are dry.

Backer Rod – After cleaning, heat resistant backer rod (ASTM D5249, Type I) approx. 25% larger than the joint width shall be installed to the required depth without damage or punctures. Punctures or damage to backer rod may cause sealant bubbling.

Sealant Installation – Concrete should be cured at least 7 days prior to installing sealant. Sealant heated to required temperature is installed per project specifications. Typical installations include a recess up to ¼ inch (6mm), flush, or with a surface overband (maximum 1/16” (1.5mm) above the surface, and 2” (50 mm) maximum beyond each joint edge).

INSTALLATION PRECAUTIONS: In certain situations, additional consideration needs to be given to product selection and application geometries.

Parking lots and other areas subjected to slow moving traffic and pedestrians: Product used must be stiff enough at hot summer temperatures to resist pick up and should not be applied on top of the pavement surface. Product should have a high temperature grade at least one step above the LTPPBIND grade for the climate. For even better pick-up resistance, increase by two grades.

Pavement to receive an Overlay, Surface Treatment, or Seal Coat: Product will be subjected to overlay heat effects and carriers for surface treatments and seal coats. If product is applied on top of the pavement, and an overlay is then placed, bumps may occur during compaction. Refer to “Bump Formation & Prevention in Asphalt Concrete Overlays Which Have Been Crack Sealed” (www.crafcO.com) for more information. Solvents or other carriers in surface treatments may soften product. Prior to placing a surface treatment or seal coat, a test strip should be placed to verify compatibility of the product and treatment.

High Severity Cracked Areas: Highly cracked areas (fatigue cracks in wheel paths) should not be treated by covering cracks because pavement friction may be affected. These cracks can be filled if followed by a surface treatment or overlay to restore friction.

Fuel or Oil Spill Areas: These products should not be used in fuel or oil spill areas due to softening of the sealant that may occur. Sealant will

not adhere to asphalt or concrete pavements surfaces that are contaminated with oil spills.

Crack Sealing or Filling in Pavements with Surface Treatments: When crack sealing or filling pavements with chip seals, slurry seals, and open graded friction courses, routing should be deep enough to extend through the surface treatment layer into the underlying asphalt concrete. This anchors product into solid pavement for better bonding.

CLEAN OUT: If melters used require clean out, follow manufacturer’s instructions. If solvent is used, insure it does not contaminate product because dilution and flash problems may occur.

STORAGE: Pallets of product are protected with a weather resistant covering. During storage, this covering must be intact to prevent boxes from getting wet. If wet, boxes may lose strength and crush. Rips in the pallet covering should be repaired to maintain packaging integrity. Pallets should be stored on a dry, level surface with good drainage. Pallets should not be stacked because crushing of bottom boxes may occur. Product properties are not affected by packaging deterioration.

SAFETY PRECAUTIONS: Since these products are heated to elevated temperatures, it is essential that operations be conducted safely. All personnel need to be aware of hazards of using hot applied materials and safety precautions. Before use, the crew should read and understand product use and safety information on the box and the product MSDS. User should check D.O.T. requirements for transportation of product at elevated temperatures above 212°F (100°C).

HAZARDS ASSOCIATED WITH HOT-APPLIED

MATERIALS: Skin contact with hot materials causes burns. Over exposure to fumes may cause respiratory tract irritation, nausea, or headaches. Precautions are to be taken to prevent contact with hot material and to avoid inhalation of fumes for everyone in the vicinity. Safety precautions should include:

1. Protective clothing to prevent skin contact with hot material.
1. Care when adding product to melters to reduce splashing.
3. Careful operation of wands or pour pots that apply product.
4. Traffic and pedestrian control measures which meet or exceed MUTCD requirements to prevent access to work areas while product is in a molten state.
5. Avoidance of material fumes.
6. Proper application configurations with a minimum amount of material excess.
7. Appropriate clean up of excessive applications or product spills.

ADDITIONAL INFORMATION: Additional information regarding these products is available by contacting your distributor or CrafcO, Inc. This information includes:

1. Product Data Sheets
2. Material Safety Data Sheet,
3. Safety Manual
4. Sealing Cracks and Joints in Parking and Pedestrian Areas
5. “Bump Formation & Prevention In Asphalt Concrete Overlays Which Have Been Crack Sealed”
6. Sealant Selection Guide



SAFETY DATA SHEET

1. Identification

Product identifier Crafco Roadsaver, Polyflex, Parking Lot, Asphalt Rubber, DF, Superflex, Matrix Binder, Loop Detector, Pavement Joint Adhesive, Polyfiber, Fiber Asphalt, Marker Adhesive, Quikstix, Asphalt Adhesive, PCF 100, High Slope, QWIKSEAL, QWIKDOT

Other means of identification Not available.

Recommended use Pavement Crack and Joint Sealing and Preservation

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Manufacturer: Crafco, Inc.
Address: 420 North Roosevelt Avenue
Chandler, AZ 85226 USA
Contact Name: Jim Chehovits
Telephone: 602-276-0406
E-mail: jim.chehovits@crafco.com
CHEMTREC: 800-424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

*Hazards not stated here are "Not classified", "Not applicable" or "Classification not possible".

Label elements

Hazard symbol None.

Signal word Not applicable.

Hazard statement Not applicable.

Prevention Not applicable.

Response Specific treatment see Section 4 of this SDS.

Storage Not applicable.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	20 - 100
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC		64742-52-5	0 - 40

Other components below reportable levels 0 - 75

Composition comments * All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed. Call a physician if symptoms develop or persist.

Skin contact In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.

Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. If a contact lens is present, DO NOT delay irrigation or attempt to remove the lens. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Do not induce vomiting. Do not use mouth-to-mouth method if victim ingested the substance. Call a POISON CENTER or doctor/physician if you feel unwell.
Most important symptoms/effects, acute and delayed	Not available.
Indication of immediate medical attention and special treatment needed	In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapours possible in the event of a fire. The following may develop: Acrolein.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.
Fire-fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (COx, NOx). Keep run-off water out of sewers and water sources. Dike for water control.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.
Methods and materials for containment and cleaning up	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Dike far ahead of spill for later disposal. Following product recovery, flush area with water. Never return spills in original containers for re-use.
Environmental precautions	Prevent further leakage or spillage if safe to do so. Runoff or release to sewer, waterway or ground is forbidden.

7. Handling and storage

Precautions for safe handling	The product is non-combustible. If heated, irritating vapors may be formed. Do not use in areas without adequate ventilation. Wash hands thoroughly after handling. Wash hands after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Store in a closed container away from incompatible materials. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	PEL	5 mg/m3	Mist.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m ³	Inhalable fraction.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	TWA	5 mg/m ³	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m ³	Fume.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	STEL	10 mg/m ³	Mist.
	TWA	5 mg/m ³	Mist.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Ensure adequate ventilation, especially in confined areas.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear safety glasses; chemical goggles (if splashing is possible). Wear chemical goggles; face shield (if handling molten material).

Hand protection

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Other

Wear suitable protective clothing and eye/face protection. Use of an impervious apron is recommended.

Skin protection**Respiratory protection**

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

Thermal hazards

During product use, there is a risk of thermal burns.

General hygiene considerations

When using do not smoke. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Solid.
Physical state	Solid.
Form	Solid.
Color	Black. Dark brown
Odor	Product is a black, semi-solid with a burnt tar odor.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	150 - 250 °F (65.56 - 121.11 °C) ASTM D36 Softening Point
Initial boiling point and boiling range	> 800 °F (> 426.67 °C)
Flash point	> 400.0 °F (> 204.4 °C)
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.

Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 700 °F (> 371.11 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	Not Available
Flammability class	Combustible IIIB estimated
Percent volatile	0 %
Specific gravity	1 - 1.9

10. Stability and reactivity

Reactivity	Not available.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Strong oxidizing agents.
Incompatible materials	Incompatible with oxidizing agents.
Hazardous decomposition products	Upon decomposition, product emits acrid dense smoke with carbon dioxide, carbon monoxide, trace oxides of nitrogen and sulfur, and water.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause discomfort if swallowed. However, ingestion is not likely to be a primary route of occupational exposure.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Irritating to skin.
Eye contact	Causes eye irritation. Molten material will produce thermal burns.

Symptoms related to the physical, chemical and toxicological characteristics Not available.

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Defats the skin. Causes irritation.
Serious eye damage/eye irritation	Irritating to eyes.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	Irritating to skin.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

ASPHALT (CAS 8052-42-4)	2B Possibly carcinogenic to humans. 3 Not classifiable as to carcinogenicity to humans.
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US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity Contains no ingredient listed as toxic to reproduction

Specific target organ toxicity - single exposure Not available.

Specific target organ toxicity - repeated exposure Not available.
Aspiration hazard Not available.
Chronic effects Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).

12. Ecological information

Ecotoxicity This product has no known eco-toxicological effects. Not expected to be harmful to aquatic organisms.
Persistence and degradability Not available.
Bioaccumulative potential Not available.
Mobility in soil Not available.
Other adverse effects Not available.

13. Disposal considerations

Disposal instructions Dispose of contents/container in accordance with local/regional/national/international regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.
Hazardous waste code Not applicable.
Waste from residues / unused products Dispose of in accordance with local regulations.
Contaminated packaging Offer rinsed packaging material to local recycling facilities.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

Further information If the product is shipped at ambient temperature, not regulated for transport by ground, air or vessel. If shipped above 212 deg F: "UN3257, Elevated Temperature Liquid, n.o.s. (Asphalt mixture), 9, PG III"

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

ASPHALT (CAS 8052-42-4) Listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 No

Hazardous chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations** WARNING: This product contains a chemical known to the State of California to cause cancer.**US. Massachusetts RTK - Substance List**

ASPHALT (CAS 8052-42-4)

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

ASPHALT (CAS 8052-42-4)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

ASPHALT (CAS 8052-42-4)

Listed: January 1, 1990

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 11-25-2013**Revision date** 04-01-2014**Version #** 05**Further information** HMIS® is a registered trade and service mark of the NPCA.**References**

ACGIH

EPA: AQUIRE database

US. IARC Monographs on Occupational Exposures to Chemical Agents

HSDB® - Hazardous Substances Data Bank

IARC Monographs. Overall Evaluation of Carcinogenicity

National Toxicology Program (NTP) Report on Carcinogens

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Product and Company Identification: Product and Company Identification

Physical & Chemical Properties: Multiple Properties

Regulatory Information: Risk Phrases - Labeling

HazReg Data: International Inventories

GHS: Classification

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DJL Material & Supply, Inc.

Signed: N/A

Date:

Title:

RFQ No. 0314C336

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DJL Material & Supply, Inc.

Authorized Signature: _____ Date: 7-7-14

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2014.

My Commission expires 4-1-19, 2019.



Melinda Patterson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/2019

NOTARY PUBLIC Melinda Patterson

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.