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## Header 13

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Procurement Folder: 895131

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000184416

SO Doc ID: DOT2100000166

Legal Name: THORWORKS INDUSTRIES INC

Published Date: 6/17/21

Alias/DBA:

Close Date: 7/1/21

Total Bid: \$33,030.00

Close Time: 13:30

Response Date: 07/01/2021

Status: Closed

Response Time: 9:07

Solicitation Description: Crafcro Roadsaver 221 or equal and No-Trax

Responded By User ID: strattonjeremy

Total of Header Attachments: 13

First Name: Jeremiah

Total of All Attachments: 13

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Purchasing Division  
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State of West Virginia  
Solicitation Response

**Proc Folder:** 895131  
**Solicitation Description:** Crafc Road saver 221 or equal and No-Trax  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-07-01 13:30	SR 0803 ESR070121000000000003	1

**VENDOR**  
000000184416  
THORWORKS INDUSTRIES INC

**Solicitation Number:** CRFQ 0803 DOT2100000166  
**Total Bid:** 33030  
**Response Date:** 2021-07-01  
**Response Time:** 09:07:46  
**Comments:** No discounts offered at this time.

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Crack Sealant Barrier Material	300.00000	GL	9.600000	2880.00

Comm Code	Manufacturer	Specification	Model #
31211704			

**Commodity Line Comments:** This crack sealant barrier material is a unique biodegradable liquid that prevents tracking and picking of freshly applied

**Extended Description:**

No-Trax

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Crafco Roadsaver 221 or equal	60000.000	LB	0.502500	30150.00

Comm Code	Manufacturer	Specification	Model #
31211704			

**Commodity Line Comments:** CrackMaster 3405 meets the following material requirements when tested in accordance with ASTM D6690 Type 1, II, & III, AASHTO M324, Type II, ASTM D3405, and SSS-1401C

**Extended Description:**

Crafco Roadsaver 221 or equal

# GLENZOIL 20 PLUS

## Crack Sealant Barrier Material

This crack sealant barrier material is a unique biodegradable liquid that prevents tracking and picking of freshly applied hot-melt sealants. Formulated for direct application to the surface of freshly applied hot-melt crack and joint sealant. Forms a protective barrier between the crack sealant and the vehicle tires allowing traffic immediate access to the roadway without picking or tracking of the sealant. Requires one person to apply, saving labor costs and eliminates the mess associated with conventional blotting materials. DOES NOT affect the performance or composition of crack sealant or road surface.

### Directions for Use

Spray GLENZOIL 20 PLUS directly onto the surface of freshly applied hot-melt crack sealant using a hand held pump up sprayer. There is no specific time interval required between the application of the sealant and the product. Rate of application will vary depending upon ambient and surface temperatures, depth, width and frequency of cracks, traffic volume, and the distance of shadow vehicles.

Estimated average rate of application is 1 gallon of GLENZOIL 20 PLUS to every 1000 to 2000 feet of sealed cracks.

### Safety Reminder

Consult Product Label and Safety Data Sheet (SDS) before use. Prior to using this or any cleaning product, make sure employees read and understand the hazard information found on the product label and Safety Data Sheet (SDS). The label and SDS will also provide information on handling precautions, protective equipment and first aid instructions which might be appropriate for this product.



### Technical Specifications

Appearance	Amber
Odor	Slight Odor
pH	N/D
Foaming	None
Flash Point	None
Rinsability	Complete
Stability/Storage	2 Years
Emulsification	Complete
Solubility	100%
Phosphate Content	None
<b>Product Number</b>	<b>Packaging</b>
G7-4CS	4 Gallon Case
G7-5G	5 Gallon Pail
G7-55	55 Gallon Drum



# Safety Data Sheet

Issue Date: 25-Aug-2015

Revision Date: 28-Aug-2015

Version 1

## 1. IDENTIFICATION

### Product Identifier

**Product Name** Glenzoil 20+

### Other means of identification

**SDS #** E-014

### Recommended use of the chemical and restrictions on use

**Recommended Use** Asphalt sealer.

### Details of the supplier of the safety data sheet

#### **Supplier Address**

Emulso Corporation  
2750 Kenmore Avenue  
Tonawanda, NY 14150

### Emergency Telephone Number

**Company Phone Number** Phone: 716-854-2889  
Fax: 716-854-2809  
**Emergency Telephone (24 hr)** INFOTRAC 1-352-323-3500 (International)  
1-800-535-5053 (North America)

## 2. HAZARDS IDENTIFICATION

**Appearance** Amber liquid

**Physical State** Liquid

**Odor** Characteristic

### Classification

Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1

### Signal Word

**Danger**

### Hazard Statements

Causes skin irritation  
Causes serious eye damage



### Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling  
Wear protective gloves/protective clothing/eye protection/face protection

**Precautionary Statements - Response**

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
Immediately call a poison center or doctor/physician  
IF ON SKIN: Wash with plenty of soap and water  
If skin irritation occurs: Get medical advice/attention  
Take off contaminated clothing and wash it before reuse

**Other Hazards**

Toxic to aquatic life with long lasting effects

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS No	Weight-%
Tall oil	8002-26-4	10-15
Potassium hydroxide	1310-58-3	1-5

\*\*If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.\*\*

**4. FIRST-AID MEASURES****First Aid Measures**

<b>General Advice</b>	Provide this SDS to medical personnel for treatment.
<b>Eye Contact</b>	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center or doctor/physician.
<b>Skin Contact</b>	IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash it before reuse.
<b>Inhalation</b>	Remove to fresh air.
<b>Ingestion</b>	Clean mouth with water and drink afterwards plenty of water.

**Most important symptoms and effects**

<b>Symptoms</b>	Causes skin irritation. Causes serious eye damage.
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**Indication of any immediate medical attention and special treatment needed**

<b>Notes to Physician</b>	Treat symptomatically.
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**5. FIRE-FIGHTING MEASURES****Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable Extinguishing Media** Not determined.

**Specific Hazards Arising from the Chemical**

Not determined.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

## 6. ACCIDENTAL RELEASE MEASURES

### Personal precautions, protective equipment and emergency procedures

- Personal Precautions** Use personal protective equipment as required.
- Environmental Precautions** See Section 12 for additional Ecological Information.

### Methods and material for containment and cleaning up

- Methods for Containment** Prevent further leakage or spillage if safe to do so.
- Methods for Clean-Up** Keep in suitable, closed containers for disposal.

## 7. HANDLING AND STORAGE

### Precautions for safe handling

- Advice on Safe Handling** Handle in accordance with good industrial hygiene and safety practice. Wash face, hands, and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing and eye/face protection.

### Conditions for safe storage, including any incompatibilities

- Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.
- Incompatible Materials** None known based on information supplied.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Potassium hydroxide 1310-58-3	Ceiling: 2 mg/m <sup>3</sup>	(vacated) Ceiling: 2 mg/m <sup>3</sup>	Ceiling: 2 mg/m <sup>3</sup>

### Appropriate engineering controls

- Engineering Controls** Apply technical measures to comply with the occupational exposure limits.

### Individual protection measures, such as personal protective equipment

- Eye/Face Protection** Refer to 29 CFR 1910.133 for eye and face protection regulations.
- Skin and Body Protection** Refer to 29 CFR 1910.138 for appropriate skin and body protection.
- Respiratory Protection** Refer to 29 CFR 1910.134 for respiratory protection requirements.
- General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Information on basic physical and chemical properties

<b>Physical State</b>	Liquid	<b>Odor</b>	Characteristic
<b>Appearance</b>	Amber liquid	<b>Odor Threshold</b>	Not determined
<b>Color</b>	Amber		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	Not determined	
Melting Point/Freezing Point	Not determined	
Boiling Point/Boiling Range	Not determined	
Flash Point	Not determined	
Evaporation Rate	Not determined	
Flammability (Solid, Gas)	Liquid- Not Applicable	
Upper Flammability Limits	Not determined	
Lower Flammability Limit	Not determined	
Vapor Pressure	Not determined	
Vapor Density	Not determined	
Specific Gravity	Not determined	
Water Solubility	Not determined	
Solubility in other solvents	Not determined	
Partition Coefficient	Not determined	
Auto-ignition Temperature	Not determined	
Decomposition Temperature	Not determined	
Kinematic Viscosity	Not determined	
Dynamic Viscosity	Not determined	
Explosive Properties	Not determined	
Oxidizing Properties	Not determined	

## 10. STABILITY AND REACTIVITY

### Reactivity

Not reactive under normal conditions.

### Chemical Stability

Stable under recommended storage conditions.

### Possibility of Hazardous Reactions

None under normal processing.

### Conditions to Avoid

Keep out of reach of children.

### Incompatible Materials

None known based on information supplied.

### Hazardous Decomposition Products

None known based on information supplied.

## 11. TOXICOLOGICAL INFORMATION

### Information on likely routes of exposure

#### Product Information

<b>Eye Contact</b>	Causes serious eye damage.
<b>Skin Contact</b>	Causes skin irritation.
<b>Inhalation</b>	Do not inhale.
<b>Ingestion</b>	Do not ingest.

**Component Information**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Tall oil 8002-26-4	= 7600 mg/kg ( Rat )	-	-
Potassium hydroxide 1310-58-3	= 284 mg/kg ( Rat )	-	-

**Information on physical, chemical and toxicological effects****Symptoms**

Please see section 4 of this SDS for symptoms.

**Delayed and immediate effects as well as chronic effects from short and long-term exposure****Carcinogenicity**

Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

**Numerical measures of toxicity**

Not determined

**12. ECOLOGICAL INFORMATION****Ecotoxicity**

Toxic to aquatic life with long lasting effects.

**Component Information**

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Tall oil 8002-26-4	0.87: 72 h Pseudokirchneriella subcapitata mg/L EC50	5.0 - 10.0: 96 h Brachydanio rerio mg/L LC50 static		39.7: 48 h Daphnia magna mg/L EC50
Potassium hydroxide 1310-58-3		80: 96 h Gambusia affinis mg/L LC50 static		

**Persistence/Degradability**

Not determined.

**Bioaccumulation**

Not determined.

**Mobility**

Chemical Name	Partition Coefficient
Tall oil 8002-26-4	3.5 - 5.4 6.1 - 8.2
Potassium hydroxide 1310-58-3	0.65 0.83

**Other Adverse Effects**

Not determined

**13. DISPOSAL CONSIDERATIONS****Waste Treatment Methods****Disposal of Wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated Packaging**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**California Hazardous Waste Status**

Chemical Name	California Hazardous Waste Status
Potassium hydroxide 1310-58-3	Toxic Corrosive

**14. TRANSPORT INFORMATION**

**Note** Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

**DOT** Not regulated

**IATA** Not regulated

**IMDG**  
**Marine Pollutant** This material may meet the definition of a marine pollutant

**15. REGULATORY INFORMATION****International Inventories**

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS	AICS
Tall oil	Present	X		Present		Present	X	Present	X	X
Potassium hydroxide	Present	X		Present		Present	X	Present	X	X

**Legend:**

**TSCA** - United States Toxic Substances Control Act Section 8(b) Inventory

**DSL/NDSL** - Canadian Domestic Substances List/Non-Domestic Substances List

**EINECS/ELINCS** - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

**ENCS** - Japan Existing and New Chemical Substances

**IECSC** - China Inventory of Existing Chemical Substances

**KECL** - Korean Existing and Evaluated Chemical Substances

**PICCS** - Philippines Inventory of Chemicals and Chemical Substances

**AICS** - Australian Inventory of Chemical Substances

**US Federal Regulations****CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Potassium hydroxide 1310-58-3	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**CWA (Clean Water Act)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Potassium hydroxide	1000 lb			X

**US State Regulations**

**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Potassium hydroxide 1310-58-3	X	X	X

**16. OTHER INFORMATION****NFPA****Health Hazards**

Not determined

**Flammability**

Not determined

**Instability**

Not determined

**Special Hazards**

Not determined

**HMIS****Health Hazards**

Not determined

**Flammability**

Not determined

**Physical Hazards**

Not determined

**Personal Protection**

Not determined

Issue Date: 25-Aug-2015

Revision Date: 28-Aug-2015

Revision Note: New format

**Disclaimer**

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.

**End of Safety Data Sheet**

# GLENZOIL 20 PLUS

## **Crack Sealant Barrier Material**

This crack sealant barrier material is a unique biodegradable liquid that prevents tracking and picking of freshly applied hot-melt sealants. Formulated for direct application to the surface of freshly applied hot-melt crack and joint sealant. Forms a protective barrier between the crack sealant and the vehicle tires allowing traffic immediate access to the roadway without picking or tracking of the sealant. Requires one person to apply, saving labor costs and eliminates the mess associated with conventional blotting materials. DOES NOT affect the performance or composition of crack sealant or road surface.

### **Directions for Use**

Spray GLENZOIL 20 PLUS directly onto the surface of freshly applied hot-melt crack sealant using a hand held pump up sprayer. There is no specific time interval required between the application of the sealant and the product. Rate of application will vary depending upon ambient and surface temperatures, depth, width and frequency of cracks, traffic volume, and the distance of shadow vehicles.

Estimated average rate of application is 1 gallon of GLENZOIL 20 PLUS to every 1000 to 2000 feet of sealed cracks.

### **Safety Reminder**

Consult Product Label and Safety Data Sheet (SDS) before use. Prior to using this or any cleaning product, make sure employees read and understand the hazard information found on the product label and Safety Data Sheet (SDS). The label and SDS will also provide information on handling precautions, protective equipment and first aid instructions which might be appropriate for this product.



### **Technical Specifications**

Appearance	Amber
Odor	Slight Odor
pH	N/D
Foaming	None
Flash Point	None
Rinsability	Complete
Stability/Storage	2 Years
Emulsification	Complete
Solubility	100%
Phosphate Content	None

### **Product Number**

G7-4CS  
G7-5G  
G7-55

### **Packaging**

4 Gallon Case  
5 Gallon Pail  
55 Gallon Drum

# CRACKMASTER 3405

## Hot Pour Crack Sealant

**SMT-191**

REVISED 2/18/21

### PRODUCT DESCRIPTION

CrackMaster 3405 is a single component, hot applied crack and joint sealant. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster 3405 meets ASTM D3405, ASTM-D6690 Type I, II, and III, AASHTO-M301.

### USES

CrackMaster 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements.

### COMPOSITION

As supplied, CrackMaster 3405 is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.

### COLOR

Black.

### LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application.

### TECHNICAL DATA

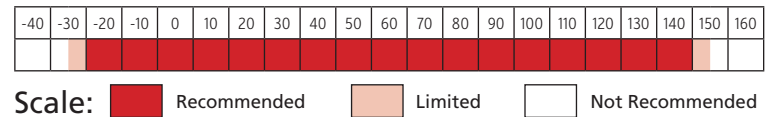
CrackMaster 3405 meets the following material requirements when tested in accordance with ASTM D6690 Type 1, II, & III, AASHTO M324, Type II, ASTM D3405, and SSS-1401C (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	410°F
Cone Penetration at 25°C	90 Max.
Resiliency	60% Min.
Flow at 140°F (5h)	3 mm Max.
Bond: -20°F/50% Ext	Passes 3 cycles
Bond: 0°F/100% Ext	Passes 3 cycles
Bond, water immersed	Passes 3 cycles at 50% ext. at -29°C
Specific Gravity	1.14
Asphalt Compatibility	Compatible
Viscosity	35 ± 20 poise

### ENVIRONMENTAL CONSIDERATIONS

CrackMaster 3405 is considered a non-hazardous material.

### Geographical Performance of CrackMaster 3405 Pavement Temperatures (Fahrenheit)



### INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

### METHODS

CrackMaster 3405 shall be melted in a conventional oil jacketed unit equipped with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into melting equipment with agitator turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

### IMPORTANT

Protective apparel is recommended with application of CrackMaster 3405. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

### MIXING PROCEDURES

Use material as supplied. Do not blend with other materials. After CrackMaster 3405 is melted it should be agitated or recirculated.

# CRACKMASTER 3405

## Hot Pour Crack Sealant

**SMT-191****REVISED 2/18/21****APPLICATION**

Apply heated CrackMaster 3405 using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

**ESTIMATING MATERIAL REQUIREMENTS**

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

**PRECAUTIONS**

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

**PACKAGING AND AVAILABILITY**

CrackMaster 3405 is supplied in cardboard cartons. Each packaged block is labeled in accordance with OSHA, GHS, and specification requirements. CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

**WARRANTY AND DISCLAIMER**

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

[www.sealmaster.net](http://www.sealmaster.net)



# SAFETY DATA SHEET

Issuing Date 30-April-2015

Revision Date

Revision Number 0

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

### GHS Product Identifier

Product Name: CrackMaster 3405

### Other Means of Identification

Product Code(s): M1060

Synonyms None

### Recommended Use of the Chemical and Restrictions on Use

Recommended Use: Sealant

Uses Advised Against: No information Available

### Supplier's Details

#### Supplier Address

ThorWorks Industries, Inc  
2520 S. Campbell St.  
Sandusky, OH 44870  
1-800-326-1994

### Emergency Telephone Number

Emergency Telephone Number Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

### Classification

Classification in accordance to the OSHA Hazard Communication Standard 2012 (29 CFR 1910.1200) = 1B H350

### GHS Label Elements, Including Precautionary Statements

#### Emergency Overview

Signal Word

Danger



H350 May Cause Cancer  
P201 Obtain special instructions before use  
P202 Do not handle until all safety precautions have been read and understood  
P280 Wear eye protection, face protection, protective clothing, protective gloves  
P308 + P313 If exposed or concerned: Get medical attention  
P405 Store locked up  
P501 Dispose of contents/container to an authorized waste collection point

Describe any hazards- Hot material will burn skin.

Appearance: Black/Dark Brown Physical State: Solid at room temperature, liquid above softening point. Odor: Petroleum

### Hazard Not Otherwise Classified (HNOC)

Not applicable

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	%	GHS-US classification
Extracts (petroleum), heavy paraffinic distillate solvent	64742.-04-7	0.1-20	Carc. 1B, H350
Carbon Black	1333-86-4	0-5	Carc. 2, H351 **

*\*\*Bound, not available to inhale as dust. Full text of H-phrases; see section 16.*

### 4. FIRST AID MEASURES

#### Description of Necessary First-Aid Measures

<b>General</b>	Never give anything by mouth of an unconscious person. If exposed or concerned: Get medical advice/attention.
<b>Eye Contact</b>	Irrigate copiously with clean, fresh water for at least 15 minutes, holding the eyelids apart.
<b>Skin Contact</b>	Drench affected area with water for at least 15 minutes.
<b>Inhalation</b>	Remove victim to fresh air and keep at rest in position comfortable for breathing. Get medical attention/advice.
<b>Ingestion</b>	Get Medical attention/advice if you feel unwell.

#### Most Important Symptoms/Effects, Acute and Delayed

<b>Most Important Symptoms/Effects</b>	May cause cancer Inhalation of vapors may cause respiratory irritation. Heated product causes burns to skin and eyes.
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#### Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

<b>Notes to Physician</b>	Treat Symptomatically and supportively.
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### 5. FIRE-FIGHTING MEASURES

#### Suitable Extinguishing Media

Class B. Carbon dioxide. Dry chemical. Foam. Water spray

**Unsuitable Extinguishing Media** Do not use a heavy water stream.

#### Specific Hazards Arising from the Chemical

Fire hazard- When heated, material emits irritating fumes. Burning produces irritating, toxic, and noxious fumes.

Explosion hazard- Product is not explosive.

Reactivity- No dangerous reactions known.

#### Protective Equipment and Precautions for Firefighters

Full protective equipment, including self-contained breathing apparatus to be worn. Do not allow run-off from fire fighting to enter drains/water courses. Exercise caution when fighting any chemical fire.

### 6. ACCIDENTAL RELEASE MEASURES

#### Personal Precautions, Protective Equipment, and Emergency Procedures

<b>Personal Precautions:</b>	Avoid all eye and skin contact and do not breathe vapor and mist. Keep upwind.
<b>For non-emergency personnel:</b>	Chemical goggles or safety glasses. Wear suitable protective clothing and gloves. Evacuate unnecessary personnel.
<b>For emergency responders:</b>	Chemical goggles or safety glasses. Wear suitable protective clothing and gloves. Stop leak if safe to do so.

#### Environmental Precautions

<b>Environmental Precautions:</b>	Do not discharge into drains or the environment.
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#### Methods and Materials for Containment and Cleaning Up

<b>Methods for Containment:</b>	Stop the flow of material, if this is without risk. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.
<b>Methods for Cleaning Up:</b>	Allow the molten material to cool. Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. On land, sweep or shovel into suitable containers.

## 7. HANDLING AND STORAGE

### Precautions for Safe Handling

**Handling:** Avoid breathing vapors. Avoid contact with skin and eyes. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not eat, drink, or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking when leaving work.

### Conditions for Safe Storage, Including Any Incompatibilities

**Storage:** Store in properly closed and labeled containers away from sources of ignition. Store containers in a well-ventilated, clean, and dry area.

**Incompatible Products:** Strong oxidizing agents.

**Specific end use:** Sealant.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

### Control Parameters

#### Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL
Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)	Not applicable	Not applicable
Carbon black (1333-86-4)	TWA 3.5 mg/m <sup>3</sup> Remark; Bronchitis	3.5 mg/m <sup>3</sup>

### Appropriate Engineering Controls

**Engineering Measures:** Avoid creating mist or spray. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Use only outdoors or in a well-ventilated area.

### Individual Protection Measures, such as Personal Protective Equipment

**Eye/Face Protection:** Chemical goggles or safety glasses. Contact with hot material- risk of serious burns. Face shield.

**Skin and Body Protection:** Long sleeved protective clothing. Foot protection. Insulated gloves.

**Respiratory Protection:** In case of inadequate ventilation wear respiratory protection. Appropriate self-contained breathing apparatus may be required.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Information on Basic Physical and Chemical Properties

**Physical State:** Solid at 77° F/ Liquid above softening point.  
**Odor:** Petroleum

**Appearance:** Black/Dark Brown  
**Odor Threshold:** No Information Available

Property	Values
pH	No data available
Melting Point/Range	150-250° F (65.5-121.1 ° C)
Boiling Point/Boiling Range	>600° F (>315.6° C)
Flash Point	>400° F (>204.4° C)
Evaporation Rate	No data available
Flammability (solid, gas)	No data available

Property	Values
Flammability Limits in Air	
Upper flammability limit	No data available
Lower flammability limit	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Specific Gravity	1.0-1.9
Solubility	No data available
Solubility in other solvents	No data available
Density	8-16 lbs/gal

Partition coefficient: n-octanol/water No data available  
Autoignition Temperature >700° F (>371.1° C)  
Decomposition Temperature No data available  
Viscosity No data available

Explosive Properties No data available  
Oxidizing Properties No data available

#### Other Information

VOC Content 0%

### 10. STABILITY AND REACTIVITY

**Reactivity:** No dangerous reactions known.

**Chemical Stability:** Stable under normal conditions.

**Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents.

**Hazardous Decomposition Products:** Carbon Monoxide (CO), Hydrogen Sulfide, Aldehydes, Aromatic hydrocarbons. Irritating and/or toxic fumes may be released if burned.

### 11. TOXICOLOGICAL INFORMATION

#### Information on toxicological effects

**Likely routes of exposure:** Skin and eye contact; Inhalation  
**Acute toxicity:** Not classified

Chemical Name	LD50 Oral (Rat)	LC50 Inhalation (Rat)
Carbon Black (1333-86-4)	>8000 mg/kg (Rat)	>4.6 mg/m <sup>3</sup> 4 h

**Skin corrosion/irritation:** Not Classified  
**Serious eye damae/irritation:** Not Classified  
**Respiratory or skin sensitization:** Not Classified  
**Germ cell mutagenicity:** Not Classified  
**Carcinogenicity:** Not Classified

Chemical Name	IRAC Group	National Toxicology Program (NTP) Status
Carbon Black (1333-86-4)	2B- Possibly carcinogenic to humans, Inhalation of dust.	Not listed in carcinogenicity class

**Reproductive Toxicity:** Not Classified  
**Specific target organ toxicity (single exposure):** Not Classified  
**Specific target organ toxicity (repeated exposure):** Not Classified  
**Aspiration hazard:** Not Classified  
**Symptoms/injury after inhalation:** Inhalation of vapors may cause respiratory irritation.  
**Symptoms/injury after skin contact:** Heated product causes burns.  
**Symptoms/injury after eye contact:** Heated product causes burns.

### 12. ECOLOGICAL INFORMATION

**Toxicity:** No information available.

**Persistence and Degradability:**  
**Carbon Black (1333-86-4):** Not readily biodegradable

**Bioaccumulation Potential:** No information available.

**Mobility in soil:** No information available.

**Other Adverse Effects:** No information available.

### 13. DISPOSAL CONSIDERATIONS

#### Waste Treatment Methods:

Sewage disposal recommendations: Do not dispose of waste into sewer.

Waste disposal recommendations: Dispose in a safe manner in accordance with local/national regulations.

### 14. TRANSPORTATION INFORMATION

DOT: Not considered a dangerous good for transport regulations.

### 15. REGULATORY INFORMATION

#### Legend

**TSCA** – United States Toxic Substances Control Act Section 8(b) Inventory

**DSL/NDL** – Canadian Domestic Substances List/Non-Domestic Substances List

**EINECS** – European Inventory of Existing Commercial Chemical Substances

#### U.S. Federal Regulations

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the US TSCA inventory.

Carbon Black (1333-86-4)- listed on the US TSCA inventory.

#### International Regulations

##### CANADA

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the Canadian DSL inventory.

Carbon Black (1333-86-4)- listed on the Canadian DSL inventory.

##### EU Regulations

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the EEC inventory EINECS

Carbon Black (1333-86-4)- listed on the EEC inventory EINECS

#### Classification according to Regulation (EC) No. 1272/2008 [CLP]

Carc. 1B Full text of H-phrases: see section 16

#### Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Carc. Cat. 2; R45

#### National Regulations

Carbon Black (1333-86-4)- Listed on IARC (International Agency for Research on Cancer)  
Listed on PICCUS (Philippines Inventory of Chemicals and Chemical Substances)  
Listed on NZIoC (New Zealand Inventory of Chemicals)  
Listed on the AICS (Australian Inventory of Chemical Substances)  
Listed on Taiwan National Chemical Inventory  
Listed on the Korean ECL(Existing Chemicals List)  
Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory  
Listed on the Inventory of Existing Chemical Substances Produced or Imported in China (IECSC)

#### U.S. State Regulations

Carbon Black (1333-86-4)

**California Proposition 65 Carcinogens List:** Yes

**California Proposition 65 Developmental Toxicity:** No

**California Proposition 65 Reproductive Toxicity- Female:**No

**California Proposition 65 Reproductive Toxicity- Male:** No

#### U.S. State Right-To-Know Regulations

“X” designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey
Asphalt	X

## 16. OTHER INFORMATION

<b>NFPA</b>	Health Hazard: 2	Flammability: 1	Instability: 0	Physical and Chemical Hazards-
<b>HMIS</b>	Health Hazard: 2	Flammability: 1	Physical Hazard: 0	Personal Protection: X

### Full text of H-phrases:

Carc. 1B- Carcinogenicity, Category 1B  
Carc. 2- Carcinogenicity, Category 2  
H350- May Cause Cancer  
H351- Suspected of Causing Cancer

Revision Date: 30-April-2015  
Revision Note: No information available.

### General Disclaimer

The information provided on this SDS 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 guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as 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 material or in any process, unless specified in the text.



**HOT-POUR CRACK FILLERS**

# CRACKMASTER®

## PREMIUM QUALITY HOT POUR CRACK SEALANTS

### CRACKMASTER SUPREME DF

Our finest hot-applied crack filling material. Designed for use in both direct-fire and oil-jacketed kettles. Ideal for all crack filling applications on driveways and parking lots.

PRODUCT #	DESCRIPTION	PRICE
M1050L	CrackMaster Supreme DF	\$ 1.08 per lb.

### CRACKMASTER 3405

Meets ASTM 3405 Specifications. Designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Cold climates - flexible to -20°F.

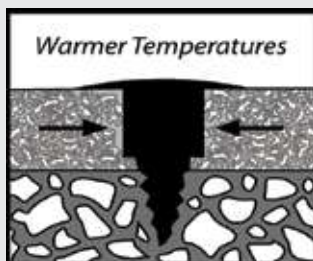
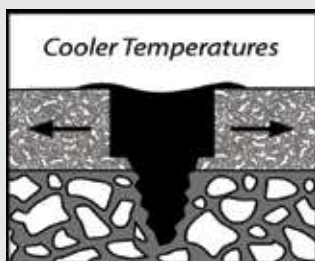
PRODUCT #	DESCRIPTION	PRICE
M1060L	CrackMaster 3405	\$ 1.00 per lb.

\* Also available in state modified formula containing no crumb rubber [CrackMaster 3405 NR] or elevated levels of crumb rubber [CrackMaster 3405 R]\*

## PREMIUM QUALITY HOT-POUR CRACK SEALANTS

### Features:

- Superior performance
- Outstanding flexibility
- Rapid setup time
- Economical to use



### CRACKMASTER SUPREME COVERAGE RATES

CRACK WIDTH	CRACK DEPTH	LBS./100 FT.
3/8"	3/8"	6.2 lbs.
1/2"	1/2"	11.1 lbs.
3/4"	3/4"	25.0 lbs.

### CRACKMASTER PARKING LOT GRADE, 3405 & PL COVERAGE RATES:

CRACK WIDTH	CRACK DEPTH	LBS./100 FT.
3/8"	3/8"	6.9 lbs.
1/2"	1/2"	12.3 lbs.
3/4"	3/4"	27.8 lbs.

### CRACKMASTER 3405 LM

Designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Very cold climates - flexible to -40°F.

PRODUCT #	DESCRIPTION	PRICE
M1060LM	CrackMaster 3405 LM	\$ 1.12 per lb.

### CRACKMASTER TRAFFIC LOOP SEALANT

Premium quality hot-melt loop sealant that resists tracking at elevated temperatures and remains flexible down to temperatures of -10°F. Can also be used in expansion joints and cracks. Recommended for oil-jacketed kettles.

PRODUCT #	DESCRIPTION	PRICE
M1051L	CrackMaster Traffic Loop Sealant	\$ .99 per lb.

### CRACKMASTER PL

An economical, high-softening-point material designed for use on parking lots and roads. Recommended for oil-jacketed kettles. Warm climates - flexible to 20°F.

PRODUCT #	DESCRIPTION	PRICE
M1070L	CrackMaster PL	\$ .86 per lb.

### CRACKMASTER PL-HT

An economical, high-softening-point material designed for use on parking lots and roads. Recommended for oil-jacketed kettles. Warm climates - flexible to 20°F.

PRODUCT #	DESCRIPTION	PRICE
M1071L	CrackMaster PL-HT	\$ .86 per lb.

### CRACKMASTER PARKING LOT GRADE

A premium quality crack and joint sealing material that resists tracking at elevated temperatures and remains flexible down to -10°F. Designed for use in direct-fired kettles with agitation and oil-jacketed kettles. Ideal for large parking lots.

PRODUCT #	DESCRIPTION	PRICE
M1075L	CrackMaster Parking Lot Grade	\$ 1.04 per lb.

### CRACKMASTER PARKING LOT GRADE - LP

A premium quality crack and joint sealing material that resists tracking at elevated temperatures and remains flexible down to -10°F. Designed for use in direct-fired kettles with agitation and oil-jacketed kettles. Less surface tack than standard parking lot formulas, lower penetration at elevated temperatures.

PRODUCT #	DESCRIPTION	PRICE
M1074L	CrackMaster Parking Lot Grade - LP	\$ 1.04 per lb.



## CRACK PRO® HEATED HOSE MACHINE

AVAILABLE ON PAGE 69

## CRACKMASTER 1190

Designed for use on roads and highways. Recommended for oil-jacketed kettles. Moderate climates - flexible to 0°F.

PRODUCT #	DESCRIPTION	PRICE
M1078L	CrackMaster 1190	\$ .99 per lb.

\* Also available in state modified formula containing no crumb rubber [CrackMaster 1190 NR] or elevated levels of crumb rubber [CrackMaster 1190 R]\*

## CRACKMASTER 1190 NR

Recommended for sealing joints in roads and parking lots. Recommended for oil-jacketed kettles.

PRODUCT #	DESCRIPTION	PRICE
M1079L	CrackMaster 1190 NR	\$ .99 per lb.

## CRACKMASTER 5078

Designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Cool climates - flexible to 10°F.

PRODUCT #	DESCRIPTION	PRICE
M1067L	CrackMaster 5078	\$ .88 per lb.

## CRACKMASTER PF

Polymer modified fiber sealant containing approximately 5% polyester fibers. Designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Moderate to hot climates - flexible to 0°F.

PRODUCT #	DESCRIPTION	PRICE
M1077L	CrackMaster PF	\$ 1.18 per lb.

## CRACKMASTER PF IV

Meets Ohio DOT, type IV specification. Contains approximately 2% polyester fiber content. Designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Remains flexible in all climates.

PRODUCT #	DESCRIPTION	PRICE
M1076L	CrackMaster PF IV	\$ 1.18 per lb.

## CRACKMASTER MA

Marker adhesive designed for use in both direct-fired kettles with agitation and oil-jacketed kettles. Ideal for use on roads and highways. Flexible in moderate to hot climates.

PRODUCT #	DESCRIPTION	PRICE
M1055L	CrackMaster MA	\$ .99 per lb.

## CRACKMASTER CJA

A cold joint adhesive designed for use in oil-jacketed kettles. Ideal for use on roads and highways. Remains flexible in all climates.

PRODUCT #	DESCRIPTION	PRICE
M1061L	CrackMaster CJA	\$ 1.02 per lb.

\* Also available in state modified formula for Alaska, CrackMaster CJA II\*

## CRACKMASTER 544

Polymer modified, polyester-fibered sealant designed for use with oil-jacketed kettles. Contains approximately 1/2% polyester fiber content. Ideal for use on roads and highways.

PRODUCT #	DESCRIPTION	PRICE
M1057L	CrackMaster 544	\$ .86 per lb.

## CRACKMASTER TRM

Designed for use with oil-jacketed kettles. Contains a high crumb rubber content. Ideal for use on roads and highways.

PRODUCT #	DESCRIPTION	PRICE
M1054L	CrackMaster TRM	\$ .99 per lb.

## CRACKMASTER 3725

Recommended for oil-jacketed kettles. Designed for use on roads and highways. Very cold climates - flexible to -40°F.

PRODUCT #	DESCRIPTION	PRICE
M1062L	CrackMaster 3725	\$ 1.20 per lb.

## CRACKMASTER 6690 TYPE 1

The ideal product for the contractor who wants a single product to use in both road and parking lot applications. Meets ASTM D 6690 Type 1 (formerly ASTM D 1190). Can be used in oil-jacketed kettles or direct fire kettles with agitation.

PRODUCT #	DESCRIPTION	PRICE
M1052L	CrackMaster 6690 Type 1	\$ 1.01 per lb.

## CRACKMASTER MASTIC

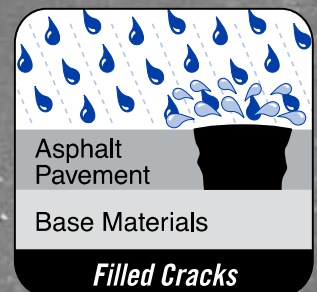
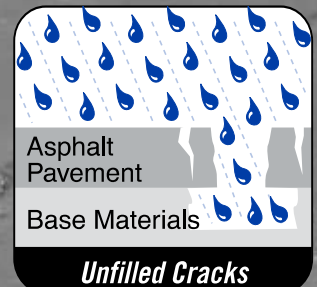
The ideal product for large cracks, bridge joints, plug joints, manhole cover areas, utility joints and more. Mastic consists of rubberized asphalt binder and aggregate.

PRODUCT #	DESCRIPTION	PRICE
Call for pricing and product details		



## CRACK FILLING

prevents moisture intrusion into pavement cracks by providing a water-proof barrier



CRACK BANDING MACHINE  
PAGE 88



## COLD-POUR CRACK FILLERS

# CRACK PRO® HEATED HOSE MACHINES

OIL-JACKETED MELTER / APPLICATORS  
FOR HOT POUR CRACK SEALING MATERIALS

## ALL DIESEL POWER FOR MAXIMUM EFFICIENCY!

Both the burner and the engine are powered by diesel fuel for maximum safety, efficiency, and performance.

### Crack Pro Heated Hose Machine Features:

- State-of-the-art heated hose maintains material temperature throughout the application process
- Industry's fastest heat-up and recovery, (ready to apply product within 1 hour).
- The waterproof steel control cabinet houses all safety interlocks, operations and monitoring of the heating systems (*hose, material, heat transfer oil*), agitation, pump and audible horn for directional control.
- Anti-splash material loading hatch for safer loading
- Insulated with 1.5" ceramic, covered by a 14-gauge steel outer body
- Electro-hydraulic manifold with flow control for pump and mixer speeds
- Liquid cooled Kubota diesel engine
- Diesel fired Beckett Burners are electronically controlled with auto shut off, and side mounted for easy maintenance
- Horn button on wand notifies driver to move ahead or back
- Direct-drive FWD/REV full sweep agitation

### TR 125 & 260 DA Model Features:

- Direct drive air compressor with 100' x 5/8" reeled hose & wand
- V1505 Kubota diesel engine

PRODUCT #	DESCRIPTION	WEIGHT
E2745HH	TR 125 D	3,700 lbs.
E2747HH	TR 125 DA	4,000 lbs.
E2755HH	TR 260 D	5,000 lbs.
E2765HH	TR 260 DA	5,300 lbs.
E2755DPH	TR 260 Double Pump	5,300 lbs.
P74001	Upgrade to a 22' hose	

\* Call for pricing

ALSO AVAILABLE...



TR 260 Double Pump now available!

### SPECIFICATIONS:

Tank Capacity .....	125, 260 gallons
Heat Transfer Oil .....	25, 30 gallon capacity
Maximum BTU Input .....	372,000 BTU
Construction .....	Oil jacket type tank
Temperature Control .....	Automatic Electronic
Tank Opening .....	16" x 24" no splash material loading
Insulation .....	1 1/2" High Temperature Ceramic
Agitation .....	Full Sweep, Hydraulically Driven, Forward / Reverse
Material Pump .....	2" Steel Gear, Reversible
Heating System .....	Bottom fired forced air diesel fuel
Suspension .....	Torsion type axle with 5 lug tubeless tire
Application Hose .....	3/4" x 18' electric hose [22' available]
Heated Hose .....	Eliminates need to flush out hose for cleanup

	CP 125	CP 260
Loading Height	54"	48"
Overall Height	80"	90"
Width	78"	93"
Length	192"	206"
Empty Weight	3,700 lbs.	5,000 lbs.
Empty Weight with conveyor	4,200 lbs.	5,500 lbs.
Height with conveyor	8' 6"	8' 6"

### STANDARD FEATURES ON ALL "D" AND "DA" MODELS:



Digital Control Center  
with protective steel cover



Anti-Splash Material  
Loading Hatch



Electro-hydraulic  
manifold



Liquid Cooled Kubota  
Diesel Engine



Horn button on wand



Diesel fired  
Beckett Burner



Direct-Drive FWD/REV  
Full Sweep Agitation

### STANDARD FEATURES ON ALL "DA" MODELS:



Direct Drive  
Air Compressor



100' x 5/8" Reeled  
Hose & Wand



V1505 Kubota  
Diesel Engine

## CP-125 HEATED HOSE MACHINE



## CP-260 HEATED HOSE MACHINE



## CRACK PRO® MELTER / APPLICATOR OPTIONS

PRODUCT #	DESCRIPTION
<b>Options:</b>	
PE2710	Material Block Conveyor
E2680	Hydraulic surge brake assembly
P553A008	2 5/16" ball hitch
PE2680	Arrowboard
P447A001	Fire extinguisher - 10 lbs.
P74000B231	Engine security cover
P163A012	Crack sealing square
P74000B004	Tool box
P74002	LP tank stand
P74000B301	Spare Tire Mount
P514A017	15" Spare Tire Assembly
P470A003	2" application swivel disc
P470A002	3" application swivel disc
P470A007	5" application swivel disc



Arrowboard

State-of-the-art material conveyor for optimum safety and convenience



# CRACK PRO® MASTIC MACHINE

## 250- & 300-GALLON CAPACITY MODELS

ENGINEERED FOR EFFICIENCY & SAFETY

NEW!

### Crack Pro Mastic Machine Features:

- **Diesel** engine and heating system. No propane required.\*
- **Oil-jacketed kettle with fast heat-up time** [Approximately 2.5 hours from a cold start].
- **Plow-point agitation** for faster heat-up, with forced material discharge.
- Agitation system provides **unmatched power / torque with safety interlocks** to protect the operator and prevent damage to the machine.
- Hydraulic system is **highly efficient and designed to run cool** [lowering maintenance costs], providing power to the torque-mounted, planetary agitation drive system.
- The waterproof steel control cabinet houses the **Crack Pro brand's proven control system.**
  - Burner temperature controllers with improved material temperature accuracy
  - Safety interlocks
  - Forward / reverse agitation switch
  - Work and strobe lights
- Heavy duty, 6-inch adjustable knife discharge valve to cut through the mastic aggregate.
- Heated **discharge chute stays hot without propane or hot oil** and will not catch on fire when idle. The chute is easily removed for use with wheeled and hand-held applicators.
- **Pail-warmer** melts material from metal pails used in application.
- **Large tool heater box** utilizes a diesel-fired burner with automatic shutoff to prevent overheating tools and wasting fuel.
- Adjustable pintle eye to match hitch height, tandem axle, for good, stable towing and operation. Complete with **battery powered break-away and LED light packages.**
- **Low-cost operation** with highly efficient heating and low-horsepower requirements.
  - The 30-gallon fuel tank allows **15 to 25 hours of operation between fill-ups.**
- **Overnight heaters** allow for quicker application the next day.
- **Maintenance is a breeze** with a 600-degree-rated bearing on the rear and a packing gland with internal grease ports for direct lubrication into the gland on the front. This machine was built with maintenance in mind and easy access to all components that require periodic service. [burners, packing glands, grease Zerks, engine, and drive system].

\*A propane torch is available to assist in heating and cleaning application equipment, and to supplement heating the chute and valve during cold weather application.



### SPECIFICATIONS:

Model	CP 250	CP 300
Tank Capacity	250 gallon	300 gallon
Heat Transfer Oil	35 gallons	42 gallons
Max. BTU Input	372,000	372,000
Construction	Oil Jacket	Oil Jacket
Temp. Control	Digital	Digital
Tank Opening Material	16" x 24"	16" x 24"
Tank Opening Pail Heat	16" x 16" x 16"	16" x 16" x 16"
Insulation	1.5"	1.5"
Agitation Forward Reverse	Plow-point forced discharge	Plow-point forced discharge
Heating System	Diesel burner	Diesel burner
Power Unit Diesel	Kubota D 602	Kubota D 602
Tandem Axle Suspension	6,000 lb. axles	6,000 lb. axles
Loading Height	60"	60"
Overall Height with Light Kit	108"	108"
Width	82"	82"
Length	200"	212"

PRODUCT #	DESCRIPTION	WEIGHT
E2775	250 Gallon	5,660 lbs.
E2776	300 Gallon	5,860 lbs.
PE2680	Arrowboard	

\* Call for pricing

### STANDARD FEATURES:



Diesel Tool Box Heater



Heated Adjustable Locking Chute



Control Box



Tool Rack



Internally lubricated packing gland with drip catch pan



## 250 GALLON CRACK PRO MASTIC MACHINE

NEW!

Shown with  
Optional  
Arrowboard



Full Light Kit with Work  
Area Lighting, Strobe Light,  
and optional Arrowboard



Pail Heater

### CRACKMASTER MASTIC

The ideal product for large cracks, bridge joints, plug joints, manhole cover areas, utility joints and more. Mastic consists of rubberized asphalt binder and aggregate.

SEE PAGE 23



# No.18 **SealMaster®** HONDA

Coyne / Vasser / Sullivan Racing  
Honda / Dallara / Firestone

## 2021 SCHEDULE

-  **APRIL 11**  
Barber Motorsports Park
-  **APRIL 25**  
Streets of St. Petersburg
-  **MAY 1-2**  
Texas Motor Speedway
-  **MAY 15**  
Indianapolis Motor Speedway
-  **MAY 30**  
The 105th Indianapolis 500
-  **JUNE 12-13**  
Raceway at Belle Isle Park
-  **JUNE 20**  
Road America

-  **JULY 4**  
Mid-Ohio Sports Car Course
-  **JULY 11**  
Streets of Toronto
-  **AUGUST 8**  
Streets of Nashville
-  **AUGUST 14**  
Indianapolis Motor Speedway
-  **AUGUST 21**  
World Wide Technology Raceway
-  **SEPTEMBER 12**  
Portland International Raceway
-  **SEPTEMBER 19**  
WeatherTech Raceway Laguna Seca
-  **SEPTEMBER 26**  
Streets of Long Beach

 Oval     Road Course     Street Course



**DALE COYNE**  
RACING  
WITH **VASSER SULLIVAN**  
— OFFICIAL PARTNER —

## CAR SPECS

**WEIGHT:**  
1,590 lb. - 1,620 lb.  
venue dependent

**ENGINE DISPLACEMENT:**  
2.2 L [134 cu in.] DOHC V6

**GEARBOX:**  
6-speed paddle shift gearbox

**POWER OUTPUT:**  
550-750 + 60 hp [push-to-  
pass] venue dependent

**ASPIRATION:**  
Twin-turbocharged

**WHEELBASE:**  
117.5-121.5 in. [adjustable]

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 23, 2021 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970 Vendors should not use this fax number for bid submission)  
Email: john.w.estep@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:	Crafco Roadsaver 221 or equal and Crack Sealant Barrier Material
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2100000166
BID OPENING DATE:	July 1, 2021
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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 \_\_\_\_\_ 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:** (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** July 1, 2021 @ 1:30 pm

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum 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.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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.

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

**11. 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. 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.

**13. 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.

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

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

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

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

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

REQUEST FOR QUOTATION  
Crack Sealant and Barrier Material 0821-0625

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for Crack Sealant Barrier Material and 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 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
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 **Crack Sealant Barrier Material**
      - 3.1.1.1 Crack Sealant Barrier Material must be in liquid form.
      - 3.1.1.2 Crack Sealant Barrier Material must be Non-Toxic and Biodegradable.
      - 3.1.1.3 Crack Sealant Barrier Material must have an application rate of 1000 to 2000 Lineal Feet per Gallon.
    - 3.1.2 **Crafc0 Roadsaver 221 or Equal**
      - 3.1.2.1 Crafc0 Roadsaver 221 or equal must be a hot-applied asphalt-based product used to seal and fill cracks in asphalt

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**Crack Sealant and Barrier Material 0821-0625**

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or concrete pavements in moderate to cold climates. Sealant should 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.

**3.1.2.2** Crafcro Roadsaver 221 or equal must be compatible with or can be applied by either pressure feed melter applicators or pour pots.

**3.1.2.3** Crafcro Roadsaver 221 or equal must be free-flowing and self-leveling when melted. Meet the temperature performance limits of 64-28 for crack sealing and 64-34 for crack filling. Sealant needs to meet all requirements of ASTM D6690 (AASHTO M324) Type II and exceed all requirements of ASTM D6690 (AASHTO M324) Type I and Federal Specification S-SS-164. Exhibit B.

#### **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 giving the unit price of each item requested. 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 electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

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**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. 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.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working days after orders are received. Vendor shall deliver emergency orders within 7 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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.

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,

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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. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 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.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Jeremiah Stratton  
**Telephone Number:** 614-325-8754  
**Fax Number:** 419-626-5477  
**Email Address:** jstratton@sealmaster.net

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award and the initial contract term extends until (1) One Year.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$250,000.00 per occurrence.

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

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

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

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

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

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

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

☒ State of West Virginia must be listed as additional insured on insurance certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanawha Blvd., E., Bldg 5  
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, 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:
- c. 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

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

Jeremiah Stratton, Director of D.O.T. Sales  
\_\_\_\_\_  
(Name, Title)  
Jeremiah Stratton, Director of D.O.T. Sales  
\_\_\_\_\_  
(Printed Name and Title)  
P.O. Box 2218 - Sandusky, OH 44870  
\_\_\_\_\_  
(Address)  
614-325-8754 / 419-626-5477  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
jstratton@sealmaster.net  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ThorWorks Industries, Inc.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Jeremiah Stratton, Director of D.O.T. Sales  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
06/30/2021  
\_\_\_\_\_  
(Date)  
614-325-8754 / 419-626-5477  
\_\_\_\_\_  
(Phone Number) (Fax Number)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

Revised June 8, 2018

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: ThorWorks Industries, Inc. Address: P.O. Box 2218  
Sandusky, OH 44870

Name of Authorized Agent: Jeremiah Stratton Address: P.O. Box 2218 - Sandusky, OH 44870

Contract Number: CRFQ DOT2100000166 Contract Description: Crafco Roadsaver 221 or equal and crack sealant barrier material

Governmental agency awarding contract: West Virginia Purchasing Division / West Virginia Division of Highways

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

☒ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☒ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 7/1/2021

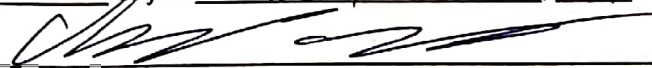
**Notary Verification**

State of OHIO, County of FRANKLIN:

I, , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Andrew M. Six  
Notary Public, State of Ohio  
My Commission Expires

Taken, sworn to and subscribed before me this 1ST day of JULY, 2021.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

Revised June 8, 2018



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

State of West Virginia  
Centralized Request for Quote  
Highways

<b>Proc Folder:</b> 895131			<b>Reason for Modification:</b>
<b>Doc Description:</b> Crafcro Roadsaver 221 or equal and No-Trax			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-06-17	2021-07-01 13:30	CRFQ 0803 DOT2100000166	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000184416  
**Vendor Name :** ThorWorks Industries, Inc.  
**Address :** P.O. Box 2218  
**Street :** 2520 S. Campbell St.  
**City :** Sandusky  
**State :** Ohio **Country :** USA **Zip :** 44870  
**Principal Contact :** Jeremiah Stratton  
**Vendor Contact Phone:** 614-325-8754 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor  
Signature X**

**FEIN#** 411529458

**DATE** 06/30/2021

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for Crack Sealant Barrier Material and Crafcro Roadsaver 221 or equal. Per the bid requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT - ALL LOCATIONS PO BOX 1516 ELKINS WV US		DIVISION OF HIGHWAYS DISTRICT EIGHT MATERIALS STOREROOM 101 KERENS AVE ELKINS WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Crack Sealant Barrier Material	300.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211704	Emulso Corporation	Crack Sealant Barrier Material	Glenzoil 20 Plus

**Extended Description:**

No-Trax

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT - ALL LOCATIONS PO BOX 1516 ELKINS WV US		DIVISION OF HIGHWAYS DISTRICT EIGHT MATERIALS STOREROOM 101 KERENS AVE ELKINS WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Crafcro Roadsaver 221 or equal	60000.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31211704	ThorWorks Industries, Inc. / SealMaster	Crack Seal Material ASTM D6690 Type 1, II, & III, AASHTO M324, Type II, ASTM D3405, and SSS-1401C	CRACKMASTER 3405 Hot Pour Crack Sealant

**Extended Description:**

Crafcro Roadsaver 221 or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2021-06-23

	Document Phase	Document Description	Page 3
DOT2100000166	Final	Crafco Roadsaver 221 or equal and No-Trax	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: THORWORKS INDUSTRIES, INC.

Authorized Signature: [Signature] Date: 7/1/2021

State of OHIO

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 1 day of JULY, 2021.

My Commission expires 11/18, 2024.




**Andrew M Six**  
Notary Public, State of Ohio  
My Commission Expires  
11/18/2024

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

Pricing Page					
ThorWorks Industries, Inc.					
Item Number	Est. Quantity	Unit of Measure	Description	Unit Cost	Total
1	300	GL	Crack Sealant Barrier Material - No Trax or equal	\$ 9.60	\$ 2,880.00
2	60,000	LB	Crafco Roadsaver 221 or Equal	\$ 0.50	\$ 30,150.00
	* Or Equal Merchandise-Vendor must provide complete manufacturer's Literature demonstrating adherence to mandatory requirements contained herein upon request.				
<b>Grand Total</b>					\$ 33,030.00