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Procurement Folder: 1557787

Procurement Type: Central Master Agreement

Vendor ID: VS0000018053

Legal Name: SealMaster Mfg of Penna Inc

Alias/DBA: SealMaster

Total Bid: \$0.00

Response Date: 01/07/2025

Response Time: 9:47

Responded By User ID: mrich

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SO Doc Code: CRFQ

SO Dept: 0803

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Published Date: 12/27/24

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Status: Closed

Solicitation Description: Repair Products for Bridges and Roads
6625C011

Total of Header Attachments: 8

Total of All Attachments: 8



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

State of West Virginia
Solicitation Response

Proc Folder: 1557787
Solicitation Description: Repair Products for Bridges and Roads 6625C011
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-01-09 13:30	SR 0803 ESR01062500000004233	1

VENDOR
VS0000018053
SealMaster Mfg of Penna Inc

Solicitation Number: CRFQ 0803 DOT2500000031
Total Bid: 0
Response Date: 2025-01-07
Response Time: 09:47:20
Comments:

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

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Concrete Sealer /pail	0.00000	GL	270.000000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments:

Extended Description:

Concrete Sealer, Purchased as individual pail
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Concrete Sealer /drum	0.00000	GL	1578.500000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments:

Extended Description:

Concrete Sealer, Purchased as drum
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Concrete Sealer /tote	0.00000	GL	6985.000000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments:

Extended Description:

Concrete Sealer, Purchased as 275 gallon totes
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Concrete Sealer /truck	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Concrete Sealer, Purchased as bulk - delivered by metered truck
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Polymer-Mod. Mat. for Concrete - Vertical App /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags.
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Polymer-Mod. Mat. for Concrete - Vertical App /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications,
Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Polymer-Mod. Mat. for Concrete- Horizontal App /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Horizontal Applications,
Purchased as individual in bags
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Polymer-Mod. Mat. for Concrete- Horizontal App /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications,
Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Cementitious Mat. for Concrete- Vertical App / bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Cementitious Mat. for Concrete- Vertical App / pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Cementitious Mat. for Concrete- Horizontal App /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as individual bags
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Cementitious Mat. for Concrete- Horizontal App /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Type 2 Class A Concrete Curing Compounds /pail	0.00000	GL	250.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments:

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as individual pail
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Type 2 Class A Concrete Curing Compounds /drum	0.00000	GL	1424.500000	0.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments:

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Type 2 Class A Concrete Curing Compounds /tote	0.00000	GL	6173.250000	0.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments:

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as tote
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Type 2 Class A Concrete Curing Compounds /truck	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Type 2 Class A Concrete Curing Compounds
Purchased as bulk - delivered by metered truck
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Hot-Poured Joint & Crack Seal. for Concrete&Asphalt /box	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as boxes or meltable containers.
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Hot-Poured Joint & Crack Seal. for Concrete&Asphalt /pallet	0.00000	LB	0.670000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments:

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Hot-Poured Joint & Crack Seal. w/ heating equip /box	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material and Heating Equipment, Purchased as boxes or meltable containers.
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Hot-Poured Joint & Crack Seal. w/ heating equip /pallet	0.00000	LB	0.910000	0.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments:

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material and Heating Equipment, Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Non-Shrink Grout /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Non-Shrink Grout, Purchased as individual bags
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Non-Shrink Grout /pallet	0.00000	LB	16.550000	0.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments:

Extended Description:

Non-Shrink Grout, Purchased as bulk - Packaged as a pallet
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Soluble Salt Removers for Bridge Washing / gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: N/A

Extended Description:

Soluble Salt Removers for Bridge Washing
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Silicone Joint Seal. Type1 LM NonSlag Silicone /tube/cart.	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as individual caulking tubes/cartridges
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Silicone Joint Seal. Type1 LM NonSlag Silicone /pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as pails
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Silicone Joint Seal. Type1 LM NonSlag Silicone /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Silicone Joint Seal. Type2 Very LM self level / tube/cart	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as individual caulking tubes/cartridges
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Silicone Joint Seal. Type2 Very LM self level / pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as pails
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Silicone Joint Seal. Type2 Very LM self level / drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: N/A

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Two-Coat HB Acrylic System w/Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Two-Coat HB Acrylic System w/Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Fast Dry Polyaspartic Urethane Sys w/ Org Zinc Primer /gal	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Fast Dry Polyaspartic Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Moisture-Cured Urethane Sys w/ Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Moisture-Cured Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Polysiloxane Sys w/Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Polysiloxane Sys w/Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Urethane Sys w/ Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Commodity Line Comments: N/A

Extended Description:

Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums.
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



SPECIALTY CONSTRUCTION PRODUCTS

Conset Grout™

Non-shrink, Non-metallic
Cementitious Construction Grout

P R O D U C T D A T A

DESCRIPTION

ChemMasters' Conset Grout, is a non-shrink, non-metallic, construction grout used at dry pack, plastic, flowable, or fluid consistency. Meets or exceeds ASTM Standards C1107 and CRD C-621.

ADVANTAGES

- Flowable and self consolidating
- May be placed at plastic consistency for increased strength requirements – up to 7,150 psi after 28 day cure
- Non-shrink for maximum load bearing
- Can be extended 50% for placements over 2 inches (5 cm) deep
- Natural aggregate matches the color of concrete
- Contains no oxidizing components, will not rust
- Pumpable for rapid placement on large projects

USES

Building Columns	Hand Rails
Bridge Beams	Boiler Plates
Sewers	Precast Beams
Precast Columns	Dowels
Fence Posts	Highway Barriers
Anchor Bolts	Base Plates
Bed Plates	Underpinnings
Wall Panels	Pipes/Sleeves

TECHNICAL DATA

Packaging			
Container	lbs / kg	Pallet	Item#
Moisture proof bags	50 / 22.7	60	F2310.50
Bulk bags 1 cubic yard	3000 / 1364	na	F2310.30

Yield per 50 lb (22.7 kg)		
	ft ³	m ³
Plastic	0.42	0.012
Flowable	0.43	0.012
Fluid	0.45	0.013

Flow ASTM C 230 Flow Table, water per 50 lb bag

	Pints	Liters	5 drops
Plastic	8	3.8	107%
Flowable	9	4.3	145%
fluid	9 to 10	4.3 to 4.7	30 seconds **

* For Ohio D.O.T. keyway grouting use a maximum of 8.5 pints (4L) water per 50 lb (23kg bag) ** Flow Cone

Set Times ASTM 191/Vicat Method—Hours to Set

	Initial	Final
Plastic	2.2	3.5
Flowable	2.2	3.5
Fluid	3.2	4.0

Compressive Strength ASTM C 109 / C 109M 2" Cubes - psi @ x days to cure

	1	7	28
Plastic	2,775	6,160	7,150
Flowable	2,590	5,260	6,870
Fluid	2,100	4,920	6,030

Expansion ASTM 1090 / CRD C 621 Moist Cured

	24 hrs	3days	14 days	28days
Fluid	0.03%	0.03%	0.02%	0.02%

ASTM C827 Early Height Change

Average of two 3" x 6" cylinders	+ 1.2%
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VOLUME GROUTING

For applications over 2 inches (5 cm) deep, **Conset Grout** may be extended with up to 25 lbs (11 kg) of clean, SSD 3/8" (0.95 cm) pea gravel per bag. With 9 pints (4.3L) of water yield will increase to approximately 0.6ft³ (0.017m³) When including pea gravel in the mix, flow will decrease significantly.



ChemMasters®

An American Owned & Operated Company

300 EDWARDS STREET • MADISON, OHIO 44057-3112 (440) 428-2105 • FAX (440) 428-7091 • ORDERLINE: (800) 486-7866 www.chemmasters.net

Nov 2013

DIRECTIONS

Grouting is best accomplished at temperatures from 40° to 90°F (4° to 32°C). For extremely low or high temperatures, follow the ACI 305 Hot Weather Concreting or ACI 306 Cold Weather Concreting or consult ChemMasters' Technical Service Department for additional recommendations.

15 minute working time is based on 70°F (21°C) "as mixed" temperature. Mix water may be adjusted to maintain a consistent 70°F (21°C) "as mixed" temperature. At 90°F (32°C), mix water may be adjusted to 33°F (1°C). At 40°F (4°C), mix water may be adjusted to 90°F (32°C). Proportional mix water temperature adjustments may be made within this range to maintain a 70°F (21°C) "as mixed" temperature.

PREPARATION: The concrete substrate where the grout will be placed must be clean and free of any curing or sealing compounds, dust, dirt, oil or grease. The base should be textured where possible using a small chipping hammer. Presoak the substrate with water for 24 hours to prevent premature drying of the grout. Cover with wet burlap or polyethylene sheeting to retain moisture.

FORMING: Forms will be required for most grouting applications. Top edges of forms must be higher than bottom of base plate to be grouted. Seal bottom edges of forms to prevent grout from leaking. Construct forms with a larger gap, at least 2" (5 cm), between form and base being grouted. Use a slant board or construct a head box to direct flow of grout from front to back. Allow at least a 1" (2.5 cm) gap at backside of form to facilitate flow and allow air to escape in front of grout flow. All forms in contact with the grout must be coated with ChemMasters' **Release or Safe-Slip**.

MIXING: A paddle type mortar mixer, grout pump, or heavy duty 1/2" drill with mixing prop are required. Place approximately 80% of required water into clean pre-wet mixer or container. Use only as much water as needed to properly place the grout. Adding excess water decreases strength and expansion. **For Ohio Department of Transportation keyway grouting applications, use a maximum of 8.5 pints (4L) of water per bag of Conset Grout.**

When using aggregate add it to the water. Do not add sand or cement to **Conset Grout**. With mixer blades operating, open bag, gradually empty into mixer, mix for about 1 minute, add remaining water, and mix for 2 to 3 minutes. Following this sequence should eliminate lumping and keep mixer clean and free of excess buildup.

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

CURING: Proper curing is required! As soon as grout placement is complete, wet cure or use a ChemMasters' ASTM C 309 *Liquid Membrane Forming Curing Compound*. Contact ChemMasters Technical Service Department for recommendations.

If wet curing wet burlap may be used following the guidelines in ACI 351, *Grouting for Support of Equipment and Machinery*.

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

LIMITATIONS

- Do not apply to frost covered or frozen surfaces or at substrate or ambient temperatures below 40°F (4°C). Follow ACI 305 *Hot Weather Concreting* and 306 *Cold Weather Concreting* guidelines for placement when temperature is below 40°F (4°F) or above 90°F (32°C).
- ChemMasters recommends the use of ChemGrout mixers and pumps for placements under large base-plates or with a difficult configuration
- Contact ChemMasters' Technical Service Staff for special recommendations on precision grouting, dry pack situations or unusual circumstances
- For close tolerance placement or heavy duty applications subjected to extreme thermal shock, chemical resist, extreme high strength or dynamic loading, consider the use of ChemMasters' **Gorilla Grout, Kemset, Met-Ox, Polytops CR, Polytops HF or Polytops CR Grout**

Storage: Store in a cool dry location off the ground. Unopened bags can be stored for up to 2 years when kept dry.

CAUTIONS

May cause eye and respiratory tract irritation. Over exposure may cause skin irritation. Do not take internally. See current MSDS for additional precautions.

Keep out of reach of children.

Proper application is the responsibility of the user. ChemMasters can only make technical recommendations and cannot provide quality control on the jobsite.

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

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

DURA-FILL® 3405

Crack and Joint Sealant for Moderate to Cold Climates

Description: Dura-Fill 3405 is a premium crack and joint sealant for portland cement and asphaltic pavements. As an economical and effective preventative maintenance treatment, Dura-Fill 3405 prolongs pavement life by sealing cracks and joints from water penetration, which cause base failure and pot holes. Dura-Fill 3405 is a hot applied, one part material that provides excellent results in cold weather and throughout repeated freeze/thaw cycles. Dura-Fill 3405 offers high resiliency, ductility and resistance to weathering. Dura-Fill 3405 forms a long-lasting seal which resists tracking in warm temperatures and remains flexible in cold temperatures.

Recommended Uses: Dura-Fill 3405 is recommended for sealing cracks and joints in portland cement and asphaltic pavements. It is designed to seal expansion and contraction joints, longitudinal and transverse cracks, joints between concrete and asphaltic shoulders and random cracks.

Surface Preparation: Proper surface preparation facilitates adhesion and consequently the maximum service life of the sealant. In order for proper adhesion to occur, the crack/joint must be free of moisture, dust, loose aggregate and other contaminants. The substrate and air temperatures must be 40° F or above. Sawing, routing and/or sandblasting are the preferred methods of preparation. Use oil-free compressed air and heat to clean and dry the crack/joint immediately prior to sealing. Cracks/joints should be sized so that the maximum extension and compression do not exceed 50% of the width. Best results are obtained when the cracks/joints are opened at least 1/2 inch wide.

Melting and Application: Melt Dura-Fill 3405 using a conventional **oil jacketed kettle** equipped with agitator and temperature control devices for both the material and heat transfer oil. Carefully insert small quantities of Dura-Fill and the plastic bag into the melting equipment while the agitator is turned off. Load material slowly to avoid splash back. After the initial load has reached the recommended pouring temperature, fresh material may be added to the melter as sealant is used. Melt only the material that will be used during that day. Purge material remaining in the kettle lines at the end of each sealing operation.

Note: The temperature of the heat transfer oil should not exceed 525°F. Do not heat Dura-Fill above the maximum heating temperature and do not maintain it at that temperature for prolonged periods of time. This could cause the material to gel in the equipment or fail in the 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.

For further details read and follow the Dura-Fill SDS, Installation Instructions for Oil Jacketed Dura-Fill Products and P&T Products' Warranty.

Product Specifications

when tested in accordance with ASTM D 5329, 36, modified 3111 & 4402

Maximum Safe Heating Temperature	400° F Max.
Application Temperature	370-390° F
Heating Time	12 Hours Max.
Penetration	77° F 90 dmm Max.
Resiliency	77° F 60 % Min.
Flow	140° F 3 mm Max.
Bond	-20° F / 50 % Extension 3 Cycles Passed
Bond	0° F / 100 % Extension 3 Cycles Passed
Softening Point	176° F Min.
Viscosity	375° F 50 Poise Max.
Specific Gravity	1.19 Approximately
Asphalt Compatibility	Pass
Flash Point	400° F Min.
Optimum Climate	Average Temperatures -29 / 26° C Or -20 / 80° F

- ♦ **Most Widely Specified Class of Crack Sealant for Road & Highway Use**
- ♦ **Rapid Melting**
- ♦ **Resists Tracking**

Coverage

Width	Depth	Pounds/100 Linear Feet
3/8"	3/8"	7.2
3/8"	1/2"	9.6
1/2"	1/2"	12.8
1/2"	1"	25.7
3/4"	1/2"	19.3
3/4"	3/4"	28.9

Specifications

ASTM D 3405
ASTM D 6690 Types 2 & 3
AASHTO M 301
AASHTO M 324 Types 2 & 3
Exceeds
ASTM D 1190
ASTM D 6690 Type 1
AASHTO M 173
AASHTO M 324 Type 1
Fed. Spec. SS-S-164
SS-S-1401C
FAA P 605

Packaging

Dura-Fill is packaged in 30 lb poly bags and boxed in high-strength corrugated cardboard. Each pallet contains 75 boxes or 2,250lb of Dura-Fill. The product is also available in Dura-Melt™ consumable packaging. Each pallet holds 64 meltable 30 lb boxes or 1,920 lb of sealant.

P&T Products

9-2023

472 Industrial Parkway, Sandusky, Ohio 44870
(419) 621-1966 • (877) 690-4093 • www.pntproducts.com



SPECIALTY CONSTRUCTION PRODUCTS

Silencure DOT™

White Pigmented Wax Cure with
Penetrating Silane/Siloxane

P R O D U C T D A T A

DESCRIPTION

Silencure DOT is a water-based, white pigmented wax emulsion curing compound with penetrating silane/siloxane protection for concrete pavement. When applied to freshly placed concrete, **Silencure DOT** produces a continuous film, allowing it to retain water, enable its full hydration, and allowing it to achieve higher ultimate strengths while reducing surface cracks. The white pigmentation keeps the concrete surface cool, and ensures the maximum achievement of its mix design properties.

Silencure DOT is unique to any other highway pavement curing compounds because in addition to being an effective film forming curing compound, it contains penetrating silane and siloxane to provide long term protection, even after the film has dissipated.

Unlike other silane or siloxane treatments, **Silencure DOT** can be applied to fresh concrete and cures to ASTM C309 standards. Once applied, the silane/siloxane penetrates deeply into the concrete capillaries and pores where it forms a hydrophobic gel that meets most state DOT requirements for NCHRP 244 Series II and Series IV by reducing the penetration of water, salts and deicing chemicals.

USES

- Use on exterior fresh pavement to cure the concrete to ASTM C309 specifications. Curing minimizes crazing and shrinkage cracks. **Silencure DOT** maximizes the strength and durability of concrete.
- Provides long term protection to exterior concrete from the damaging effects of water and salt penetration. The silane in **Silencure DOT** reduces spalling and damage from freeze thaw cycles more effectively and for a much longer time than normal film forming cures.
- After fulfilling the curing function, the wax film quickly wears away with exposure to construction or traffic wear, eliminating residual concerns about skid resistance.

ADVANTAGES

- **Silencure DOT** performs in one step what other products require multiple steps. To duplicate the performance of **Silencure DOT**:
- **Water Curing:** Water cure for 7 days. Then return after a minimum of 28 days, power wash to clean the concrete of all dirt, grease, and debris. Once dry, apply a penetrating silane or siloxane.
- **Film forming curing compound:** Apply after all bleed water has dissipated and application will not mar

surface. After 28 days return to strip the film with chemicals and high pressure water. Wait for the surface to dry then apply a penetrating silane or siloxane.

- **Silencure DOT** provides effective film forming curing properties and efficient long-term silane protection in one simple application

Packaging Product Number

5 gal (18.9L)	36 per pallet	F1626.05
55 gal (208L)	4 per pallet	F1626.55
275 (1041L)	tote	F1626.275

TECHNICAL DATA

APPLICABLE STANDARDS:

- ASTM C309, Type 2, Class A. *Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete.*
- NCHRP 244, Series II & IV.
- AASHTO M-148, Type 2, Class A.

Estimating Guide

Cure Fresh Pavement	150 ft ² /gal (4 m ² /L)
---------------------	--

Test Data

V.O.C. Content	< 250 g/L
Flash Point °F (°C)	>201 (>94)

DIRECTIONS:

In order to meet the specifications of NCHRP 244 for chloride protection as well as the curing specifications of ASTM C309 and AASHTO M-148, **Silencure DOT** is to be applied to fresh concrete at the rate of 150 ft²/gal (4 m²/L).

Mixing: Do not dilute. Stir or agitate **Silencure DOT** before use to disperse pigments and solids uniformly. If using a pump, use an air diaphragm pump to circulate **Silencure DOT**. Do not use a centrifugal pump. Mix only long enough to make the **Silencure DOT** homogenous. Do not over mix as this may cause foaming and may damage the curing compound.



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June 2023

Application: Apply **Silencure DOT** after all bleed water has dissipated and application will not mar surface. Apply uniformly leaving no pinholes or gaps. Do not allow material to puddle.

Spray Application: Always use a dedicated sprayer for water-based curing products. Use a low pressure airless sprayer equipped with a fan nozzle of 0.030 to 0.035" at 1 gpm. The optimum spray pattern is a 8 to 12" (20 to 30 cm) fan. Hold sprayer tip 8 to 12" (20 to 30 cm) from the concrete surface.

Roller Application: Use a short napped roller (3/8" or less).

Drying Time: **Silencure DOT** dries in less than 4 hours at 70°F (21°C) at 50% relative humidity. Cooler temperatures or higher relative humidity may slow drying process.

Clean Up: Clean tools and equipment immediately after use with warm water and detergent.

Storage:

- Store tightly closed containers away from direct sunlight. Storing in direct sunlight or at high temperatures may cause the growth of bacteria, which may destroy the product. This is of particular concern when stored in 275 gallon totes. Bacteria growth in the cure will cause the product to turn from white to gray and will cause the product to have an objectionable odor. The product should not be used if this occurs.
- **Silencure DOT** is a water-based product and should not be allowed to freeze. Freezing will break down the emulsion and make the product unusable.
- Shelf life of properly stored material is one year from date of manufacture.

LIMITATIONS:

- **Silencure DOT** is not recommended for interior use or where appearance is important.
- Do not apply if surface or ambient temperature is below 40°F (4°C). Product must be conditioned to 50°F (10°C) prior to application.
- Do not allow product to freeze.
- Do not use **Silencure DOT** as a bond breaker for tilt-up construction.

Precautions:

Warning: May be harmful if swallowed. Causes mild skin irritation. Causes eye irritation. May cause an allergic skin reaction.

Precautionary Statements: Avoid breathing dust/fume/gas/mist/vapors/spray. Wash hands and skin thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves/protective clothing/eye protection/face protection. Response: Call a POISON CENTER/doctor if swallowed and you feel unwell. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice or attention. IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice or attention. Take off contaminated clothing and wash it before reuse.

All label precautions and Safety Data Sheet must be fully understood before using this product.

**Keep out of the reach of children.
For professional use only.**

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

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



ChemMasters®

SPECIALTY CONSTRUCTION PRODUCTS

PowerSeal® 40

40% Solids, Water-Based,
Penetrating Water Repellent
Silane Sealer for Concrete

P R O D U C T D A T A

DESCRIPTION

PowerSeal 40 is a high performance, 40% solids, surface applied, water-based, clear penetrating water repellent silane sealer for concrete. When properly applied the treatment does not produce a surface build up, darkening or other effect on the color or texture of the surface leaving a natural appearance. The material's small molecular structure allows for maximum penetration into new concrete (14 day minimum) or existing concrete surfaces.

PowerSeal 40 prevents the penetration of water, salts and deicing chemicals, protecting the concrete from costly surface damage caused by freeze/thaw cycles, scaling, spalling, corrosion of structural rebar, wind driven rain, airborne contaminants and other severe weather conditions.

PowerSeal 40 is specially formulated with a reduced evaporation rate allowing for more active ingredients to react within the substrate.

USES

- Horizontal or vertical, exterior or interior, cured concrete.
- DOT, commercial, industrial and municipal applications.
- All types of concrete flatwork, parking lots and structures, driveways, plazas, patios and walkways
- Bridge and parking decks, median barriers, ramps and marine structures.
- Building facades and balconies

ADVANTAGES

- Extends the life of concrete
- Water-based - increased safety and low odor
- Long term protection against salt corrosion, deicing chemicals, mildew, water, wind driven rain, airborne contaminants, surface spalling from freeze/thaw cycles and other extreme weather conditions
- Reduces corrosion of rebar and surface erosion in reinforced concrete
- Does not alter the natural surface texture or appearance

Packaging and Part Number

5 US gallon pail (18.9 L)	36 / pallet	FV1409.05
55 US gallon drum (208 L)	4/pallet	FV1409.55
275 US gallon tote (1,040 L)		FV1409.275

TECHNICAL DATA

Exceeds National VOC Emission Standards for Architectural Coatings 40 CFR Part 59 where regulated VOC levels are <250 g/L

- CSI Reference: 07 19 16

NCHRP 244 Test Data

	Control percent reduction	PowerSeal 40 % Reduction
Chloride Ion Absorption		
Series II	0	95
Series IV	0	95
Water Absorption		
Series II	0	94
Series IV	0	93

Test Data

ASTM C672 Scaling Resistance @ 100 freeze/thaw cycles	0 (no scaling)
ASTM E96 Water Vapor Permeability	95%
AASHTO T259/260 Chloride Ion Analysis—90 day salt ponding (@250 ft ² per gallon)	1/16" to 1/2" - 0.52#/cu.yd. avg. 1/2" to 1" - 0.21#/cu.yd. avg.
ASTM C642 Absorption	>98%
ASTM C457 Depth of Penetration	0.150 to 0.26 in. (substrate dependent)
ASTM D2047 Coefficient of Friction	0.84 average
Drying Time	1 to 4 hrs
VOC Content	<100 g/L
Active Solids	40%
Flash Point	214°F (101°C)



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Jan 2021

Estimating Guide

Actual rate may vary based upon substrate texture & porosity
D.O.T. requirements take precedent for D.O.T. projects

Surface	ft ² / gal (m ² /L)
Broom Finish & Concrete Pavers	125 to 140 (3.1 to 3.5)
Smooth/Hard Troweled	200 to 400 (6.5 to 11.0)
Bridge Decks & Ramps	125 to 250 (3.1 to 8.1)
Re-Sealing Bridge Decks & Ramps	250 to 300 (8.1 to 9.2)
CMU & Smooth Face Block	200 to 400 (4.9 to 9.8)

DIRECTIONS

May be applied at 14 to 28 days after concrete installation based on mix design, rate of cure and environmental conditions. Surface and ambient temperatures must be a minimum of 40°F (4°C). Do not apply to frozen or frosted surfaces.

All caulking, patching and water base joint sealants should be installed and fully cured prior to application. Hot poured and solvent based joint sealants may be applied before or after application of the sealer.

All surfaces to be sealed must be properly cleaned. As needed, power wash surface clean of dust and construction dirt, surface materials, previous coatings, atmospheric stains and other contaminants.

Surfaces to be treated may be damp but should be absorbent to assure good penetration. Extremely dense surfaces such as burnished trowel finished floors may be given a light acid wash to promote adequate penetration.

Mixing: **PowerSeal 40** is packaged ready to use. Agitate well prior to use.

Application: Apply **PowerSeal 40** with a low pressure, solvent resistant, airless sprayer generating 15 psi and equipped with a fan nozzle or use a roller. Follow recommended application rates listed above.

On vertical surfaces, work from the bottom up, allowing a minimum 6 inch run down. Maximum run down is 12 inches. Excessive run down or over application can cause discoloration of the substrate.

Horizontal surfaces may be opened to traffic as soon as substrate is dry usually 1 hour at 72°F/22°C with 50% R.H

Cleanup

Before material dries and hardens, clean tools and equipment with warm water and detergent

Storage

Store tightly sealed containers in a cool dry area away from direct sunlight and sources of heat or ignition. Shelf life is one year from date of manufacture.

LIMITATIONS

- Do not apply unless substrate and ambient temperatures are 40°F (4°C) and rising at time of installation and remain above 40°F (4°C) for a minimum of 4 hours after application.
- Do not apply above 85°F (29°C) or below 40°F (4°C).
- Do not apply in rain or when rain is expected within 4 hours before or after application.
- Do not apply to frozen or frosted surfaces.
- Do not allow material to freeze.
- Do not apply to asphalt.
- Protect plant life and landscaping from overspray.
- Line striping can be done after application of sealer. Contact ChemMasters Technical Service for additional information
- PowerSeal 40** may remove special coatings from glass. Test small areas prior to application.
- PowerSeal 40** may "frost" or damage plastic window panes.
- It is the responsibility of contractor/applicator to determine when the substrate is dry enough to safely open to traffic.
- PowerSeal 40** is a penetrating water repellent designed to reduce the intrusion of water and salts. It is not a waterproofing membrane and thus cannot be expected to bridge cracks or joints in the concrete.
- All label precautions and the SDS must be fully understood before using this product.** Ensure that you are using the most recent technical data sheet for instructions. Go to www.chemmasters.net for the most up to date information or contact ChemMasters at 800.486.7866 to verify.
- Proper application is the responsibility of the user. ChemMasters can only make technical recommendations and cannot provide quality control on the jobsite.

Precautions

WARNING: Causes skin irritation. Causes eye irritation.

Precautionary Statements: Wash hands and skin thoroughly after handling. Wear protective gloves, eye protection.

Use the current versions of the Product Data and Safety data sheets. Go to www.chemmasters.net or contact ChemMasters Technical Service Department at 1-800-486-7866 to verify.

For professional use only.

Keep out of reach of children.

See the safety data sheet for hazard information.

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GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

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

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

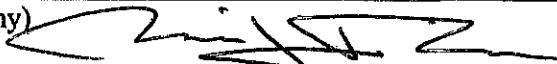
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Michael Rich, Sales Manager / AVP
(Address) PO Box 282 Hillsville, PA 16132
(Phone Number) / (Fax Number) 724-730-1666 / 724-667-7405
(email address) mike.rich@smofwv.com

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

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

SealMaster Mfg of Penna Inc

(Company) 
(Signature of Authorized Representative)
Michael Rich, Sales Manager / AVP
(Printed Name and Title of Authorized Representative) (Date)
724-730-1666 / 724-667-7405
(Phone Number) (Fax Number)
mike.rich@smofwv.com
(Email Address)



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
Chemicals

Proc Folder: 1557787

Doc Description: Repair Products for Bridges and Roads 6625C011

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-12-27	2025-01-09 13:30	CRFQ 0803 DOT2500000031	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000018053

Vendor Name : SealMaster Mfg of Penna Inc

Address : PO Box 282

Street :

City : Hillsville

State : PA

Country : USA

Zip : 16132

Principal Contact : Michael Rich

Vendor Contact Phone: 724-730-1666

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 25-1539698

DATE 01/06/2025

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 Issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, multiple award contract for delivery of various rapid-setting mortar, concrete, asphalt, and bridge surface repair products, to include delivery, for use in the preventative maintenance of bridges and roadways throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Concrete Sealer /pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Concrete Sealer, Purchased as individual pail

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Concrete Sealer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Concrete Sealer, Purchased as drum

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Concrete Sealer /tote	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Concrete Sealer, Purchased as 275 gallon totes

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Concrete Sealer /truck	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Concrete Sealer, Purchased as bulk - delivered by metered truck

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Polymer-Mod. Mat. for Concrete - Vertical App / bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags.

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Polymer-Mod. Mat. for Concrete - Vertical App / pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications,
Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Polymer-Mod. Mat. for Concrete- Horizontal App /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Horizontal Applications,
Purchased as individual in bags

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Polymer-Mod. Mat. for Concrete- Horizontal App /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Polymer-Modified Materials for Concrete Repairs - Vertical Applications,
Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Cementitious Mat. for Concrete- Vertical App / bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cementitious Mat. for Concrete- Vertical App / pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cementitious Mat. for Concrete- Horizontal App /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as Individual bags

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cementitious Mat. for Concrete- Horizontal App /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Type 2 Class A Concrete Curing Compounds / pall	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as individual pall

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Type 2 Class A Concrete Curing Compounds / drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Type 2 Class A Concrete Curing Compounds / tote	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Type 2 Class A Concrete Curing Compounds,
Purchased as tote

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Type 2 Class A Concrete Curing Compounds / truck	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Type 2 Class A Concrete Curing Compounds
Purchased as bulk - delivered by metered truck

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Hot-Poured Joint & Crack Seal. for Concrete&Asphalt /box	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as boxes or meltable containers.

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Hot-Poured Joint & Crack Seal. for Concrete&Asphalt /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Hot-Poured Joint & Crack Seal. w/ heating equip /box	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material and Heating Equipment, Purchased as boxes or meltable containers.

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Hot-Poured Joint & Crack Seal. w/ heating equip /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements -
Material and Heating Equipment, Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Non-Shrink Grout /bag	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Non-Shrink Grout, Purchased as individual bags

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Non-Shrink Grout /pallet	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Non-Shrink Grout, Purchased as bulk - Packaged as a pallet

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Soluble Salt Removers for Bridge Washing / gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
30111500			

Extended Description:

Soluble Salt Removers for Bridge Washing

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Silicone Joint Seal. Type1 LM NonSlag Silicone /tube/cart.	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as individual caulking tubes/cartridges

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Silicone Joint Seal. Type1 LM NonSlag Silicone /pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as pails

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Silicone Joint Seal. Type1 LM NonSlag Silicone /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased in drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Silicone Joint Seal. Type2 Very LM self level / tube/cart	0.00000	OZ		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as individual caulking tubes/cartridges

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Silicone Joint Seal. Type2 Very LM self level / pail	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as pails

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Silicone Joint Seal. Type2 Very LM self level / drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31201700			

Extended Description:

Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Two-Coat HB Acrylic System w/Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Two-Coat HB Acrylic System w/Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased in drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Fast Dry Polyaspartic Urethane Sys w/ Org Zinc Primer /gal	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Fast Dry Polyaspartic Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Moisture-Cured Urethane Sys w/ Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Moisture-Cured Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Polysiloxane Sys w/Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Polysiloxane Sys w/Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Urethane Sys w/ Org Zinc Primer /gallon	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Urethane Sys w/ Org Zinc Primer /drum	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
31211500			

Extended Description:

Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums.

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2024-12-27

SOLICITATION NUMBER: CRFQ DOT2500000031

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000031 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 01/09/2025 at 1:30pm

Terms and Conditions:

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

Solicitation Number #ARFQ DOT2500000031

Responses to Questions from Vendors

Question 1

How long do the prices we quote need to be good for?

Answer 1

This is a Term contract for one year, upon award, with the potential for up to three (3) one-year renewals. The vendor is required to honor their prices for one year, upon award. At the time of renewal, vendors will be given the option of renewing their contract under the same prices, terms and conditions - or allowing their contract to expire. Prices cannot be adjusted.

Question 2

Will these need to be delivered to bridges at the time required or a central location?

Answer 2

These items will be delivered to the WVDOH Agency location listed on the Agency Delivery Order (ADO). In most cases, these items will be delivered to WVDOH storage locations.

Question 3

I know that the last contract with repair products for bridge and road repair included hot pour mastic. Do you feel that hot pour repair mastic would be a good fit for this solicitation or is there now another contract for that specific product. Feel free to correct me if I am wrong. Let me know when you get the opportunity to do so.

Answer 3

On the previous contract, we named products by brand name instead of by their category, and at that time we had Crafcro Mastic One listed which was a hot pour mastic. We assume this is the product in the previous contract that you are referencing.

It is our understanding that this product as well as several other products have been submitted to the WVDOH MCS&T Division for review/approval and placement on an existing Approved Product List (APL) or on the new Qualifying Purchase Order Material (QPOM) list. These products are still in processing. This can be a very lengthy process. Once those products have been evaluated, and new categories

developed for the qualifying products, WVDOH will assess the need for a separate, supplemental contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000031

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

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

Addendum Numbers Received:

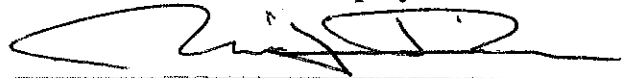
(Check the box next to each addendum received)

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

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

SealMaster Mfg of Penna Inc

Company



Authorized Signature

01-06-2025

Date

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

Repair Products for Bridges Raods
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Instructions:

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

Vendor Name: SealMaster Mfg of Penna Inc

	Contract Item #	Contract Item Description	Description as it will be shown on vendor's actual invoice (Section 4.2.4)	Unit Of Measure	Bid Price
CONCRETE SEALERS	1	Concrete Sealer, Purchased as individual pail	PowerSeal 40 - 5 Gallon Pail	GL	\$270.00
	2	Concrete Sealer, Purchased as drum	PowerSeal 40 - 55 Gallon Drum	GL	\$1,578.50
	3	Concrete Sealer, Purchased as 275 gallon totes	PowerSeal40 - 275 Gallon Tote	GL	\$6,985.00
	4	Concrete Sealer, Purchased as bulk - delivered by metered truck		GL	\$
POLYMER MODIFIED MATERIALS FOR CONCRETE REPAIRS	5	Polymer-Modified Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags		LB	\$
	6	Polymer-Modified Materials for Concrete Repairs - Vertical Applications, Purchased as bulk - Packaged as a pallet		LB	\$
	7	Polymer-Modified Materials for Concrete Repairs - Horizontal Applications, Purchased as individual in bags		LB	\$
	8	Polymer-Modified Materials for Concrete Repairs - Horizontal Applications, Purchased as bulk - Packaged as a pallet		LB	\$
CEMENTITIOUS MATERIALS FOR CONCRETE REPAIRS	9	Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as individual bags		LB	\$
	10	Cementitious Materials for Concrete Repairs - Vertical Applications, Purchased as bulk - Packaged as a pallet		LB	\$
	11	Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as individual bags		LB	\$
	12	Cementitious Materials for Concrete Repairs - Horizontal Applications, Purchased as bulk - Packaged as a pallet		LB	\$

Repair Products for Bridges Raods
ATTACHMENT A - PRICING PAGE (ATT A)

	Contract Item #	Contract Item Description	Description as it will be shown on vendor's actual invoice (Section 4.2.4)	Unit Of Measure	Bid Price
CURING COMPOUNDS	13	Type 2 Class A Concrete Curing Compounds, Purchased as individual pail	SilenCure DOT / 5 Gallon Pail	GL	\$250.00
	14	Type 2 Class A Concrete Curing Compounds, Purchased as drums	SilenCure DOT / - 55 Gallon Drum	GL	\$1,424.50
	15	Type 2 Class A Concrete Curing Compounds, Purchased as tote	SilenCure DOT / 275 Gallon Tote	GL	\$6,173.75
	16	Type 2 Class A Concrete Curing Compounds Purchased as bulk - delivered by metered truck		GL	\$
HOT POURED JOINT & CRACK SEALANT FOR CONCRETE & ASPHALT	17	Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as boxes or meltable containers.		LB	\$
	18	Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material Only, Purchased as bulk - Packaged as a pallet	Dura-Fill 3405 / lb (2250 lbs per pallet)	LB	\$0.67
	19	Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material and Heating Equipment, Purchased as boxes or meltable containers.		LB	\$
	20	Hot-Poured Joint And Crack Sealant For Concrete and Asphalt Pavements - Material and Heating Equipment, Purchased as bulk - Packaged as a pallet	Dura-Fill 3405 (2250 lbs per pallet) Including use of CrackPro 125 or 260 DA Trailer as Needed	LB	\$0.91
NON-SHRINK GROUT	21	Non-Shrink Grout, Purchased as individual bags		LB	\$
	22	Non-Shrink Grout, Purchased as bulk - Packaged as a pallet	Conset Grout / bag (60 - 50 lb Bags Per Pallet)	LB	\$16.55
	23	Soluble Salt Removers for Bridge Washing		GL	\$

Repair Products for Bridges Raods
ATTACHMENT A - PRICING PAGE (ATT A)

	Contract Item #	Contract Item Description	Description as it will be shown on vendor's actual invoice (Section 4.2.4)	Unit Of Measure	Bid Price
SILICONE JOINT SEALANT	24	Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as individual caulking tubes/cartridges		OZ	\$
	25	Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased as pails		GL	\$
	26	Silicone Joint Sealant, Type 1 - Low Modulus Non-Slag Silicone, Purchased in drums		GL	\$
	27	Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as individual caulking tubes/cartridges		OZ	\$
	28	Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as pails		GL	\$
	29	Silicone Joint Sealant - Type 2 - Very Low Modulus Self Leveling, Purchased as drums		GL	\$
ZINC RICH LOW VOC SYSTEMS	30	Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon		GL	\$
	31	Two-Coat High Build Acrylic System using Organic Zinc Primer, Kit, including all components of system, Purchased in drums		GL	\$
	32	Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon		GL	\$
	33	Fast Dry Polyaspartic Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums		GL	\$
	34	Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon		GL	\$
	35	Moisture - Cured Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums		GL	\$
	36	Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon		GL	\$
	37	Polysiloxane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums		GL	\$
	38	Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased per gallon		GL	\$
	39	Urethane Systems using Organic Zinc Primer, Kit, including all components of system, Purchased in drums		GL	\$

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

Submission Deadline: December 27, 2024 by 10:00am

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

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

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

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

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

VENDOR NAME:	SealMaster Mfg of Penna Inc
BUYER:	John Estep
SOLICITATION NO.:	CRFQ DOT2500000031
BID OPENING DATE:	January 9, 2025
BID OPENING TIME:	1:30 pm
FAX NUMBER:	304-558-3970

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

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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

Bid Opening Date and Time: January 9, 2025 @ 1:30 pm

Bid Opening Location:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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