



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Hot-Poured Joint Sealer for Asphalt & Concrete	150000.00	EA	0.660000	99000.00

Comm Code	Manufacturer	Specification	Model #
30121600			

**Commodity Line Comments:**

**Extended Description:**

Hot-Poured Joint Sealer for Asphalt & Concrete

# 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 ½ 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](http://www.pntproducts.com)

## Dura-Fill®

### Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations Date of issue: 04/13/2015 Version: 1.0

#### SECTION 1: Identification of the substance/mixture and of the company/undertaking

##### 1.1. Product identifier

Product form : Mixture  
Product name : Dura-Fill®

##### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : sealant

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

P&T Products  
472 Industrial Pkwy.  
Sandusky, Ohio 44870 - USA  
T 419-621-1966 ; 877-690-4093 F 419-621-1988 [www.pntproducts.com](http://www.pntproducts.com)

##### 1.4. Emergency telephone number

No additional information available

#### SECTION 2: Hazards identification

##### 2.1. Classification of the substance or mixture

###### GHS-US classification

Carc. 1B H350 Full text of H-phrases: see section 16

##### 2.2. Label elements GHS-US labelling

Hazard pictograms (GHS-US) :



GHS08

Signal word (GHS-US) : Danger  
Hazard statements (GHS-US) : H350 - May cause cancer  
Precautionary statements (GHS-US) : P201 - Obtain special instructions before use  
P202 - Do not handle until all safety precautions have been read and understood  
P280 - Wear eye protection, face protection, protective clothing, protective gloves  
P308+P313 - If exposed or concerned: Get medical advice/attention  
P405 - Store locked up  
P501 - Dispose of contents/container to an authorized waste collection point

##### 2.3. Other hazards

Other hazards not contributing to the classification : Risk of thermal burns on contact with molten product.

##### 2.4. Unknown acute toxicity (GHS US) Not applicable

#### SECTION 3: Composition/information on ingredients

##### 3.1. Substance Not Applicable

##### 3.2. Mixture

Name	Product identifier	%	GHS-US classification
Extracts (petroleum), heavy paraffinic distillate solvent	(CAS No) 64742-04-7	0.1 – 20	Carc. 1B, H350
Carbon black	(CAS No) 1333-86-4	0 – 5	Carc. 2, H351*

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

#### SECTION 4: First aid measures

##### 4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. IF exposed or concerned: Get medical advice/attention.  
First-aid measures after inhalation : Remove victim to fresh air & keep at rest in position comfortable for breathing. Get medical advice/attention.  
First-aid measures after skin contact : Drench affected area with water for at least 15 minutes.  
First-aid measures after eye contact : Irrigate copiously with clean, fresh water for at least 15 minutes, holding the eyelids apart.  
First-aid measures after ingestion : Get medical advice/attention if you feel unwell.

### 4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : May cause cancer.  
Symptoms/injuries after inhalation : Inhalation of vapors may cause respiratory irritation.  
Symptoms/injuries after skin contact : Heated product causes burns.  
Symptoms/injuries after eye contact : Heated product causes burns.

### 4.3. Indication of any immediate medical attention and special treatment needed

 Treat symptomatically and supportively.

## SECTION 5: Firefighting measures

### 5.1. Extinguishing media

- Suitable extinguishing media : Class B. Carbon dioxide. Dry chemical. Foam. Water spray.  
Unsuitable extinguishing media : Do not use a heavy water stream.

### 5.2. Special hazards arising from the substance or mixture

- Fire hazard : When heated, material emits irritating fumes. Burning produces irritating, toxic and noxious fumes.  
Explosion hazard : Product is not explosive.  
Reactivity : No dangerous reactions known.

### 5.3. Advice for firefighters

- Firefighting instructions : Do not allow run-off from fire fighting to enter drains/water courses. Exercise caution when fighting any chemical fire.  
Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Use self-contained breathing apparatus. Wear fire/flame resistant/retardant clothing.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Avoid all eye and skin contact and do not breathe vapor and mist. Keep upwind.

#### 6.1.1. For non-emergency personnel

- Protective equipment : Chemical goggles or safety glasses. Wear suitable protective clothing and gloves.  
Emergency procedures : Evacuate unnecessary personnel.

#### 6.1.2. For emergency responders

- Protective equipment : Chemical goggles or safety glasses. Wear suitable protective clothing and gloves.  
Emergency procedures : Stop leak if safe to do so.

### 6.2. Environmental precautions

 Do not discharge into drains or the environment.

### 6.3. Methods and material for containment and cleaning up

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

### 6.4. Reference to other sections

 Section 13: disposal information. Section 7: safe handling. Section 8: personal protective equipment.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

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

### 7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Keep container closed when not in use.  
Incompatible products : Strong oxidizers.  
Incompatible materials : Heat sources.  
Prohibitions on mixed storage : Keep away from incompatible materials.  
Storage area : Store in dry, cool, well-ventilated area.

**7.3. Specific end use(s)** sealant.**SECTION 8: Exposure controls/personal protection****8.1. Control parameters**

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

**8.2. Exposure controls**

- Appropriate engineering controls : Avoid creating mist or spray. Avoid dispersal of dust in the air (ie, clearing dust surfaces with compressed air). Use only outdoors or in a well-ventilated area.
- Personal protective equipment : Avoid all unnecessary exposure.
- Hand protection : Insulated gloves.
- Eye protection : Chemical goggles or safety glasses. Contact with hot material - risk of serious burns. Face shield.
- Skin and body protection : Long sleeved protective clothing. Foot protection.
- Respiratory protection : In case of inadequate ventilation wear respiratory protection. Appropriate self-contained breathing apparatus may be required.

**SECTION 9: Physical and chemical properties****9.1. Information on basic physical and chemical properties**

- Physical state : Solid
- Appearance : Liquid. Temperatures above. Softening point.
- Color : Black dark brown
- Odor : petroleum
- Odor threshold : No data available
- pH : No data available
- Melting point : 65.5 - 121.1 °C (150 - 250 °F)
- Freezing point : No data available
- Boiling point : > 315.6 °C (> 600 °F)
- Flash point : > 204.4 °C (> 400 °F)
- Relative evaporation rate (butyl acetate=1) : No data available
- Flammability (solid, gas) : No data available
- Explosive limits : No data available
- Explosive properties : No data available
- Oxidizing properties : No data available
- Vapor pressure : No data available
- Relative density : 1 - 1.9
- Relative vapor density at 20 °C : No data available
- Density : 8 - 16 lbs/gal
- Solubility : No data available
- Log Pow : No data available
- Log Kow : No data available
- Auto-ignition temperature : > 371.1 °C (> 700 °F)
- Decomposition temperature : No data available
- Viscosity : No data available

Viscosity, kinematic : No data available

Viscosity, dynamic : No data available

### 9.2. Other information

VOC content : 0 %

## SECTION 10: Stability and reactivity

**10.1. Reactivity** No dangerous reactions known.

**10.2. Chemical stability** Stable under normal conditions.

**10.3. Possibility of hazardous reactions** Hazardous polymerization will not occur.

**10.4. Conditions to avoid** None known.

**10.5. Incompatible materials** Strong oxidizing agents.

**10.6. Hazardous decomposition products** Aldehydes. aromatic hydrocarbons. Carbon monoxide. hydrogen sulphide. Burning produces irritating, toxic and noxious fumes.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Likely routes of exposure : Skin and eye contact; Inhalation

Acute toxicity : Not classified

#### Carbon black (1333-86-4)

LD50 oral rat > 8000 mg/kg

LC50 inhalation rat (mg/l) > 4.6 mg/m<sup>3</sup> 4 h

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Not classified

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : May cause cancer.

#### Carbon black (1333-86-4)

IARC group 2B - Possibly carcinogenic to humans, Inhalation of dust

National Toxicology Program (NTP) Status Not listed in carcinogenicity class

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Symptoms/injuries after inhalation : Inhalation of vapors may cause respiratory irritation.

Symptoms/injuries after skin contact : Heated product causes burns.

Symptoms/injuries after eye contact : Heated product causes burns.

## SECTION 12: Ecological information

**12.1. Toxicity** No additional information available

### 12.2. Persistence and degradability

#### Carbon black (1333-86-4)

Persistence and degradability Not readily biodegradable.

**12.3. Bioaccumulative potential** No additional information available

**12.4. Mobility in soil** No additional information available

**12.5. Other adverse effects** No additional information available

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

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

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

**SECTION 14: Transport information**

**Department of Transportation (DOT)** In accordance with DOT; Not considered a dangerous good for transport regulations

**Additional information**

Other information : No supplementary information available.

**ADR** No additional information available

**Transport by sea** No additional information available

**Air transport** No additional information available

**SECTION 15: Regulatory information****15.1. US Federal regulations****Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)**

Listed on the United States TSCA (Toxic Substances Control Act) inventory

**Carbon black (1333-86-4)**

Listed on the United States TSCA (Toxic Substances Control Act) inventory

**15.2. International regulations****CANADA****Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)**

Listed on the Canadian DSL (Domestic Substances List) inventory.

**Carbon black (1333-86-4)**

Listed on the Canadian DSL (Domestic Substances List) inventory.

**EU-Regulations****Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)**

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

**Carbon black (1333-86-4)**

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

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

Carc. 1B H350

Full text of H-phrases: see section 16

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

Carc.Cat.2; R45

**National regulations****Carbon black (1333-86-4)**

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

**15.3. US State regulations****Carbon black (1333-86-4)**

U.S. - California - Proposition 65 - Carcinogens List	U.S. - California - Proposition 65 - Developmental Toxicity	U.S. - California - Proposition 65 - Reproductive Toxicity - Female	U.S. - California - Proposition 65 - Reproductive Toxicity - Male	No significance risk level (NSRL)
Yes	No	No	No	

**Carbon black (1333-86-4)**

U.S. - New Jersey - Right to Know Hazardous Substance List

**SECTION 16: Other information**

Indication of changes : Original Document.

# Dura-Fill®

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Data sources : ACGIH (American Conference of Government Industrial Hygienists).  
European Chemicals Agency (ECHA) C&L Inventory database. Accessed at <http://echa.europa.eu/web/guest/information-on-chemicals/cl-inventory-database>.  
Krister Forsberg and S.Z. Mansdorf, "Quick Selection Guide to Chemical Protective Clothing", Fifth Edition.  
National Fire Protection Association. Fire Protection Guide to Hazardous Materials; 10th edition.  
OSHA 29CFR 1910.1200 Hazard Communication Standard.  
TSCA Chemical Substance Inventory. Accessed at <http://www.epa.gov/oppt/existingchemicals/pubs/tscainventory/howto.html>.

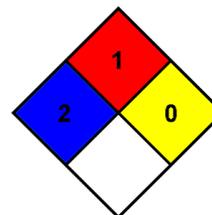
Abbreviations and acronyms : ATE: Acute Toxicity Estimate.  
CAS (Chemical Abstracts Service) number.  
CFR: Code of Federal Regulations.  
CLP: Classification, Labelling, Packaging.  
EC50: Environmental Concentration associated with a response by 50% of the test population.  
GHS: Globally Harmonized System (of Classification and Labeling of Chemicals).  
LD50: Lethal Dose for 50% of the test population.  
OSHA: Occupational Safety & Health Administration.  
TSCA: Toxic Substances Control Act.

Other information : None.

### Full text of H-phrases:

Carc. 1B	Carcinogenicity, Category 1B
Carc. 2	Carcinogenicity, Category 2
H350	May cause cancer
H351	Suspected of causing cancer

NFPA health hazard : 2 - Intense or continued exposure could cause temporary incapacitation or possible residual injury unless prompt medical attention is given.  
NFPA fire hazard : 1 - Must be preheated before ignition can occur.  
NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and not reactive with water.



SDS US (GHS HazCom 2012)

**SDS prepared by:** The Redstone Group, LLC.  
6077 Frantz Rd  
Suite 206  
Dublin, Ohio, USA 43016  
614.923.7472  
[www.redstonegrp.com](http://www.redstonegrp.com)

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product*



## **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 (1) one year upon award. 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 (3) three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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: 1,000,000.00 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.
- 
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-

**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](http://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](mailto:purchasing.division@wv.gov).

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Michael Rich, Manager / A. VP  
(Address) PO Box 282 Hillsville, PA 16132  
(Phone Number) / (Fax Number) 724 730 1666  
(email address) Mike.rich@smofwv.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wOASIS, 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  
(Company)  
[Signature]  
(Signature of Authorized Representative)  
Michael Rich, Manager / A. VP 08-31-2025  
(Printed Name and Title of Authorized Representative) (Date)  
724 730 1666  
(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  
 Highways

<b>Proc Folder:</b> 1585766			<b>Reason for Modification:</b>
<b>Doc Description:</b> Hot-Poured Joint Sealer for Asphalt & Concrete			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-03-13	2025-04-01 13:30	CRFQ 0803 DOT2500000043	1

**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** 03-31-2025

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

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

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways, District 10, to establish an open-end contract for hot-poured joint sealer for concrete and asphalt. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hot-Poured Joint Sealer for Asphalt & Concrete	150000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121600			

**Extended Description:**

Hot-Poured Joint Sealer for Asphalt & Concrete

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-03-21

	Document Phase	Document Description	Page 3
DOT2500000043	Final	Hot-Poured Joint Sealer for Asphalt & Concrete	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions