



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

State of West Virginia  
 Request for Quotation  
 06 - Building Supply

Proc Folder: 254831

Doc Description: VARIOUS BRIDGE REPAIR PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-06	2016-11-08 13:30:00	CRFQ 0803 DOT1700000022	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Road Stone Production, LLC 434-906-1273  
 1230 River Rd.  
 Charlottesville, VA 22901

**MICHAEL WERTHEIM**  
 Director of National Sales

434-906-1273 | 1230 River Road  
 michael@aquaphalt.com | Charlottesville, Va 22901

www.aquaphalt.com

10/20/16 10:04:41  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Misty Delong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN #

27-3419410

DATE

10/13/16

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Various Bridge Repair Products for use in repair and maintenance to bridges at locations throughout the State of WV.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BRIDGE REPAIR PRODUCTS	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111500			

**Extended Description :**

VARIOUS BRIDGE REPAIR PRODUCTS PER THE ATTACHED PRICING PAGES PER DISTRICT

VENDOR SHALL USE EXHIBIT A PRICING PAGES FOR BID PRICING.

IF SUBMITTING AN ONLINE BID, VENDOR SHOULD ENTER \$0.00 ON THE COMMODITY LINE AND MUST ATTACH COMPLETED EXHIBIT A TO THEIR BID. SEE SECTION 18 OF INSTRUCTIONS TO BIDDERS FOR MORE INFORMATION.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-10-17

DOT1700000022	<b>Document Phase</b> Draft	<b>Document Description</b> VARIOUS BRIDGE REPAIR PRODUCTS	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: October 17, 2016

Submit Questions to: Misty Delong  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Misty.M.Delong@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

SEALED BID:  
BUYER: Misty Delong  
SOLICITATION NO.: CRFQ DOT17000000022  
BID OPENING DATE: November 11, 2016  
BID OPENING TIME: 1:30  
FAX NUMBER:

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

Bid Opening Date and Time: November 11, 2016 at 1:30 PM, EST.

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

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

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

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

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

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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

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

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

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

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



## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed <sup>36</sup> \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

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

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

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

**6. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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

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

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

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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.

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

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_

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.

**11. 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.

**12. 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.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

**15. 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.

**16. 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 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.

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. COMPLIANCE:** 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**27. 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.

**28. 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.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.



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

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

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

**39. 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.

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

**43. 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.

**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.

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(email address)

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Various Bridge Repair Products

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Various Bridge Repair Products for use in repair and maintenance to bridges at locations throughout the State of WV.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 2 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDOH”** used through this Solicitation means the West Virginia Division of Highways.
  - 2.5 **“ASTM”** used throughout this Solicitation means American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).
  - 2.6 **“AASHTO”** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
  - 2.7 **“PTM”** used throughout this Solicitation means Performance Tested Methods.
  - 2.8 **“SBS”** used throughout this Solicitation means Styrene-Butadiene-Styrene.
  - 2.9 **“L.A. Abrasion”** used throughout this Solicitation is the common Los Angeles abrasion test method which indicates aggregate toughness and abrasion characteristics measuring the resistance of course aggregate to degradation.
  - 2.10 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as modified by all subsequent annual Supplemental Specifications are interchangeable.

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Various Bridge Repair Products

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**2.11 "Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as modified by all subsequent annual Supplemental Specifications.

**3. GENERAL REQUIREMENTS:**

**3.1 Specifications:** The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20

A copy of these Standard Specs may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, WV 25305  
Phone – 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

**3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2.1 SSI SILSPEC® Flexpatch Polymer Patching Mortar or equal:** SSI SILSPEC® Flexpatch Polymer Patching Mortar or equal shall be a three-component (polymer resin, curing agent, engineered graded aggregates), 100% solids, high-strength, non-shrink, water-proof, abrasion resistant, non-conductive, semi-flexible patching material that will adhere to concrete and steel and will require no external application of heat for curing. SSI SILSPEC® Flexpatch Polymer Patching Mortar or equal shall meet and/or exceed and have the following:

Compressive Strength:	1500 PSI min @4 hrs.	ASTM C 579 Method B
	2400 PSI min @24 hrs.	ASTM C 579 Method B
Bond Shear Strength:	650 PSI min	ASTM C 882
Linear Shrinkage:	0.00%	ASTM C 531
Abrasion Resistance:	1.0 max	ASTM C 501, Taber H22
Chloride Ion Perm:	1.0 max Coulombs	AASHTO T-277
Resilience:	70% min	OK/OHD L6

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**Various Bridge Repair Products**

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Thermal Compatibility: Pass ASTM C 884  
Cure to accept traffic: No less than four hours, min, at a:  
Substrate temperature of 70° F  
Min substrate temperature shall be 40° F  
Shelf Life: Unopened shall be no less than one year, min,  
when stored between 50°F and 90°F.

**3.2.2 SSI DECK SEAL Polymer Deck Sealant or equal: SSI DECKSEAL**  
Polymer Deck Sealant or equal shall be a polymer based sealing material designed for crack and surface sealing material containing fluorescent tracer dye which shall illuminate under black light providing evidence of penetration. SSI DECKSEAL Polymer Deck Sealant or equal shall meet and/or exceed and have the following:

Chloride Ion Penetration: 0% @ 90 Days Ponding AASHTO T-259  
Bond Strength: 2,220 PSI min 14 Days ASTM C 882  
Brookfield Viscosity: <50 cps ASTM C 881  
Water Absorption: 0.74 % max 24 hours ASTM C 570  
Tensile Strength: 3,000 ASTM D 638  
Elongation @ Break: 4% min ASTM D 638  
V.O.C.: <250g/L  
Typical Coverage: 90 sq. ft. to 150 sq. ft. per gallon  
Shelf Life: Unopened shall be no less than one year, min.

**3.2.3 SSI RE-DECK Skid-Resistant Overlay or equal: SSI RE-DECK**  
Skid-Resistant Overlay or equal shall be a solvent-free, moisture insensitive, 100% solid, low modulus, urethane-epoxy bonding agent when broadcast with select aggregate shall form a skid-resistant overlay. SSI RE-DECK Skid-Resistant Overlay or equal shall meet and/or exceed and have the following:

Compressive Modulus: 65,000 PSI ASTM D 695  
Tensile Strength: 2,500 PSI ASTM D 638  
Tensile Elongation: 50% ASTM D 638  
Bond Strength: 3,000 PSI 14 day cure ASTM C 882  
Linear Shrinkage: Negligible ASTM C 883  
Absorption: 0.20% ASTM D 570  
Chloride Ion Perm: 0.9 Coulombs AASHTO T-277  
Shore D Hardness: 70 ASTM D 2240  
Thermal Compatibility: Pass ASTM C884  
Brookfield Viscosity: 1,500 cps RV3 @ 20 rpm ASTM C 881  
Typical Coverage: 40 sq. ft. per gallon first course with 10 lbs. per sq. yd. aggregate and 20 sq. ft. per gallon second course with 14 lbs. per sq. yd. aggregate.



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Various Bridge Repair Products

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- 3.2.4 Kansas Blend Flint or equal:** Kansas Blend Flint or equal shall be a clean dry angular shaped aggregate that shall bond to contract item 3.2.3, if needed. Kansas Blend Flint aggregate or equal shall be free of dust or contaminates. Kansas Blend Flint or equal shall meet and/or exceed the following gradation:

<u>Sieve</u>	<u>% Passing</u>
#4	100
#8	30 – 40
#16	0 – 5
#30	0 – 1

- 3.2.5 IMCO MG-KRETE Regular or Fine or equal:** IMCO MG-KRETE Regular or Fine or equal shall be a two-component, Part A\* and Part B\*, high early strength structural repair material with no critical mixing ratios. IMCO MG-KRETE Regular or Fine or equal shall have the capability to repair concrete from deep holes to shallow feathering, poured in forms, trowel vertically and overhead. IMCO MG-KRETE Regular or Fine or equal shall cure rapidly with return to service in 30 minutes and shall not shrink. IMCO MG-KRETE Regular or Fine or equal shall be self-priming and shall bond to construction materials such as, but limited to, concrete, wood, steel and asphalt. IMCO MG-KRETE Regular or Fine or equal shall meet and/or exceed and have the following:

Water Absorption:	Waterproof
Compression Strength:	45 Minimum 2,610 psi
	24 hours 4,148 psi
	7 days 5,815 psi
	28 days 11,194 psi
Temperature Limits:	14° F (w/accelerator) to 100° F (w/retarder)
Initial Set Time at 68°F:	15 minutes
Shelf Life:	6 months min, stored away from direct heat.

Non-Toxic

Cleans up with water

\*Part A shall be a cementitious product.

\*Part B shall be a liquid activator product.

- 3.2.6 IMCO MG-KRETE Part B\* Liquid or equal:** IMCO MG-KRETE Part B\* Liquid or equal shall be a liquid activator product of contract item 3.2.5. Extra IMCO MG-KRETE Part B\* Liquid or equal may be required to make the repair material easier to pour into form work.

- 3.2.7 IMCO MG-KRETE NO ODOR Regular or Fine or equal:** IMCO MG-KRETE NO ODOR Regular or Fine or equal shall be a two-component,

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Part A\* and Part B\*, high early strength structural repair material with no critical mixing ratios. IMCO MG-KRETE NO ODOR Regular or Fine or equal shall have the capability to repair concrete from deep holes to shallow feathering, poured in forms, trowel vertically and overhead. IMCO MG-KRETE NO ODOR Regular or Fine or equal shall cure rapidly with return to service in 60 minutes and shall not shrink. IMCO MG-KRETE NO ODOR Regular or Fine or equal shall be self-priming and shall bond to construction materials such as, but limited to, concrete, wood, steel and asphalt. IMCO MG-KRETE NO ODOR Regular or Fine or equal shall meet and/or exceed and have the following:

Water Absorption:	Waterproof
Compression Strength:	45 Minimum 1,500 psi
	24 hours 2,600 psi
	7 days 3,800 psi
	28 days 7,800 psi
Temperature Limits:	40° F (w/accelerator) to 100° F (w/retarder)
Initial Set Time at 68°F:	25 minutes
Shelf Life:	12 months min, stored away from direct heat
Non-Toxic	
Cleans up with water	

\*Part A shall be a cementitious product.

\*Part B shall be a liquid activator product.

- 3.2.8 IMCO MG-KRETE NO ODOR Part B\* Liquid or equal:** IMCO MG-KRETE NO ODOR Part B\* Liquid or equal shall be a liquid activator product of contract item 3.2.7. Extra IMCO MG-KRETE NO ODOR Part B\* Liquid or equal may be required to make the repair material easier to pour into form work.
- 3.2.9 IMCO MG-KRETE FLEX Regular or equal:** IMCO MG-KRETE FLEX Regular or equal shall be a product similar to contract item 3.2.5. IMCO MG-KRETE FLEX Regular or equal may be required where repair material may be subject to flexure.
- 3.2.10 IMCO High Temperature Retarder or equal:** IMCO High Temperature Retarder or equal shall be a powder additive that may be added to contract items 3.2.5 and 3.2.7 to extend working time when temperature rises above 77°F to a maximum of 113°F.
- 3.2.11 IMCO Low Temperature Accelerator or equal:** IMCO Low Temperature Accelerator or equal shall be a powder additive that may be added to contract items 3.2.5 and 3.2.7 to accelerate cure when ambient temperature drops below 50°F. IMCO Low Temperature Accelerator or equal may be used to

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help cure in temperatures as low as 15°F, minimum for contract item 3.2.5.  
IMCO Low Temperature Accelerator or equal may be used to help cure in  
temperatures as low as 40°F NO ODOR, minimum for contract item 3.2.7.

- 3.2.12 IMCO D-DECK 470 SEALER or equal:** IMCO D-DECK 470 Sealer or equal shall be a ready-to-use, clear, water-based penetrating sealer for application to the surface of concrete, above or below grade. IMCO D-DECK 470 Sealer or equal shall penetrate deeply into the capillary pores of the concrete and crystallize to become part of the concrete. IMCO D-DECK 470 Sealer or equal shall meet and/or exceed and have the following:

Increase concrete density and hardness  
Prevent chemical corrosion and physical abrasion of treated surface  
Effective in reducing freeze-thaw spalling  
Treatment shall be permanent and not require subsequent re-application  
Effective negative side waterproofing of hydrostatic head over 115 feet  
Reduce or eliminate efflorescence and leaching in concrete  
Effective barrier of water-vapor emission without loss of breathability  
Solvent-free, odor-free  
Non-toxic  
Non-flammable  
Improve bonding of cementitious toppings  
Ultra-violet stability  
Does not change the appearance of the concrete  
Two light coats 300-400 sq. ft. per gallon depending on porosity and surface profile of substrate  
Application by brush, roller or sprayed

- 3.2.13 CHEM-CRETE PAVIX CCC100 or equal:** CHEM-CRETE PAVIX CCC100 or equal shall be a ready-to-use, clear, water-based penetrating sealer for application to the surface of concrete, above or below grade. CHEM-CRETE PAVIX CCC100 or equal shall provide concrete moisture protection. CHEM-CRETE PAVIX CCC100 or equal shall meet and/or exceed and have the following:

Specific Gravity:	1.1
Seals Cracks:	Up to 1/16 inch
Viscosity:	2.4 centipoises
Freeze Point:	28°F
Environment:	No Hazards
Non-Toxic Fumes:	None
Non-Flammable	
Shelf Life:	Unopened shall be no less than one year, min.

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**3.2.14 CHEM-CRETE YUFIX CCC100 or equal:** CHEM-CRETE YUFIX CCC100 or equal shall be a clear water-based catalyzed non-hazardous deep penetrating water repellent product and sealer for all above grade vertical concrete and masonry substrates which will not alter the color, texture or appearance of a surface reacting with CO<sup>2</sup> from the atmosphere to become a part of the concrete or masonry substrate permanently sealing concrete and masonry substrate pores blocking ordinary capillary action of water. CHEM-CRETE YUFIX CCC100 or equal shall meet and/or exceed and have the following:

Specific Gravity:	1.06
ASTM C-666 Freeze Thaw 150 cycles:	4.14 grams/ft. <sup>2</sup>
V.O.C. Content:	Zero
Non-Toxic	
Non-Flammable	
Odorless	
Non-Staining	
Non-Film Forming	

**3.2.15 CHEM-CRETE SOFIX CCC100 or equal:** CHEM-CRETE SOFIX CCC100 or equal shall be a water-based catalyzed chemicals product that will permanently eliminate moisture transmission through concrete structures. CHEM-CRETE SOFIX CCC100 or equal shall meet and/or exceed and have the following:

Specific Gravity:	1.07
ASTM C-666 Freeze Thaw 150 cycles:	4.14 grams/ft. <sup>2</sup>
V.O.C. Content:	Zero
Non-Toxic	
Non-Flammable	
Odorless	
Non-Film Forming Hydrophilic Moisture	
ASTM C 1218:	Chloride Penetration: Passed
ASTM C 044:	Abrasion Resistance: 1.17 grams/ft <sup>2</sup>
ASTM E 96-95:	Water Vapor Trans.: 82% Reduction
ASTM D 4541:	400 PSI
ASTM E 303:	Skid Resistance: No Effect
Depth of Penetration:	192 mils average

**3.2.16 AQUAFIN-IC ADMIX or equal:** AQUAFIN-IC ADMIX or equal shall be a liquid water-proofing additive for concrete which shall consist of a water based suspension of inorganic water-proofing agents which can be added during the batching process or in a ready-mix truck at a job site.

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AQUAFIN-IC ADMIX or equal shall meet and/or exceed and have the following:

Liquid shall create an easier homogenous mixing with no clumping  
Resist extreme head pressure 460 ft. or 200 psi  
Seal hairline cracks up to 1/64"  
Integral part of the concrete  
Allow concrete to breathe  
Maximum water/cement ratio 0.55 before adding this product  
Shall have a negligible effect on water reducers, plasticizers, slump, air  
entrainment  
V.O.C. Content: Zero  
Non-Toxic  
Non-Chloride  
Non-Corrosive to Steel  
Working Temperature: >40°F  
PH: 10-12

**3.2.17 Perma-Patch or equal:** Perma-Patch or equal shall be a pre-mixed, ready-to-use product, requiring no primer formulation of polymers, pressure sensitive plastic and angular limestone which shall perform in any weather condition and shall repair holes in asphalt or concrete during all weather conditions. Perma-Patch or equal shall meet and/or exceed and have the following:

Asphalt Content: 5.2% ASTM D 2172-92  
Coverage: 10 lbs/sf @ 1" lift, 1.4 tons/cy.  
Temperature: -15°F to 100°F  
Cure: Dynamic Pressure  
Aggregate: ¼" max angular limestone  
V.O.C. Content: 0.1% volume by weight  
Shelf Life: Unopened shall be no less than two years, min.

**3.2.18 DOW Corning® 888 Silicone Joint Sealant or equal:** DOW Corning® 888 Silicone Joint Sealant or equal shall be a one-part, cold applied silicone that will cure to a durable flexible, low-modulus silicone rubber joint sealant for new and remedial joint sealing applications in concrete cement. DOW Corning® 888 Silicone Joint Sealant or equal shall meet and/or exceed and have the following:

Color: Gray  
Specific Gravity: 1.45-1.515  
Skin-Over Time: 10 min. @ 77°F  
Tack-Free Time: 60 min. @ 77°F

**REQUEST FOR QUOTATION  
Various Bridge Repair Products**

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- 3.2.20 Soprema Sopralene Flam 180 or equal:** Soprema Sopralene Flam 180 or equal shall be a two-ply, composed of SBS modified bitumen, that can be applied onto non-woven polyester reinforcement with a film on both the top and bottom which shall adhere to the substrate by heat welding application. Soprema Sopralene Flam 180 or equal shall meet and/or exceed ASTM D 6164 Type 1, Grade S, values and shall meet the following heat conditioning:

	<u>Before</u>	<u>After</u>
Tensile-Max Load at $0 \pm 3.6^\circ$ lbf/in	117	83
Elongation at $0 \pm 3.6^\circ$ F	29	22
Tensile-Max Load at $73.4 \pm 3.6^\circ$ F lbf/in	70	70
Elongation at $73.4 \pm 3.6^\circ$ F %	56	61
Tear Strength at $73.4 \pm 3.6^\circ$ F lbf	120	87
Low Temperature Flex $^\circ$ F max	-15	-15
Dimensional Stability % max	<0.5	<0.5
Compound Stability Temp F	250	250

- 3.2.21 Soprema Sopralene Flam Antirock or equal:** Soprema Sopralene Flam Antirock or equal shall be composed of SBS modified bitumen that can be applied onto non-woven polyester reinforcement with a plastic burn-off film on the bottom side and colored granules on the top surfaces which shall be applied as the finish ply in a heat welded waterproofing assembly. Soprema Sopralene Flam Antirock or equal shall meet and/or exceed ASTM D 6164 Type 1, Grade G, values and shall meet the following heat conditioning:

	<u>Before</u>	<u>After</u>
Tensile-Max Load at $0 \pm 3.6^\circ$ lbf/in	117	83
Elongation at $0 \pm 3.6^\circ$ F	29	22
Tensile-Max Load at $73.4 \pm 3.6^\circ$ F lbf/in	70	70
Elongation at $73.4 \pm 3.6^\circ$ F %	56	61
Tear Strength at $73.4 \pm 3.6^\circ$ F lbf	120	87
Low Temperature Flex $^\circ$ F max	-15	-15
Dimensional Stability % max	<0.5	<0.5
Compound Stability Temp F	250	250
Granule Embedment g/max	0.8	0.8

- 3.2.22 Soprema Elastocol 500 Primer or equal:** Soprema Elastocol 500 Primer or equal to shall be an elastomeric bitumen/solvent product that will increase adhesion of the membrane when applied to dry clean concrete substrate by brush, roller or spray at an application rate of 100 – 150 ft.<sup>2</sup>. Soprema Elastocol 500 Primer or equal shall meet and/or exceed ASTM D 41.

- 3.2.23 Soprema ALSAN FLASHING or equal:** Soprema ALSAN FLASHING or equal shall be a polyurethane/bitumen resin, moisture-cured, low solvent and

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UV resistant single component compound compatible with Soprema SBS modified bitumen membranes to be applied with a brush or roller in two to three layers. Soprema ALSAN FLASHING or equal shall meet and/or exceed and have the following:

Tensile Strength:	368 psi	ASTM D 412
Tensile Elongation:	672%	ASTM D 412
Peel Strength of Adhesive Bond:	23.0	ASTM D 903
Shore A Hardness:	74	ASTM D 2240
Dry Time:	2-12 hours	

- 3.2.24 Soprema ALSAN PolyFleece or equal:** Soprema ALSAN PolyFleece or equal shall be a high-performance, flexible, non-woven, spun-laced polyester fabric reinforcement which shall saturate the elastomeric coatings and epoxy primers combining with contract item 3.2.21 to form a watertight, puncture and UV resistant liquid flashing or membrane. Soprema ALSAN PolyFleece or equal shall meet and/or exceed and have the following:

Color:	White
Fiber Content:	100% Polyester
Construction:	Stitch Bond
Weight:	2.4 oz/sy
Nominal Thickness:	30 mils
Mullen Burst psi	70 lbs.

- 3.2.25 Crafc<sup>TM</sup> HP All Season Asphalt Cold Patch or equal:** Crafc<sup>TM</sup> HP Asphalt Cold Patch or equal shall be a black, cold applied, single, component pavement patching material for repairing potholes, asphalt spalls, cracks and other asphalt voids and asphalt distresses greater than 1½" wide. HP Asphalt Cold Patch or equal shall adhere on cold and damp asphalt. No mixing, heating or special application equipment shall be required. HP Asphalt Cold Patch or equal shall develop strength after compaction, by tampers, vehicle tires or traffic making the patching material suitable for use in throw-and-go repair situations. HP Asphalt Cold Patch or equal shall be supplied in two grades, one grade for temperatures less than 40°F (Patch L, contract item 3.2.25.1) and one grade for temperatures greater than 40°F (Patch M, contract item 3.2.25.2). HP Asphalt Cold Patch or equal shall meet and/or exceed and have the following Aggregate, Binder and Mix Design requirements:

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**Aggregate:**

Aggregate shall be composed of quality crushed construction grade aggregate with a minimum of 95% of particles having at least 2 crushed faces. Maximum L.A. Abrasion loss is 35%.

Gradation Limits:

<u>Sieve</u>	<u>% Passing</u>
½ inch	100%
3/8 inch	90-100%
No. 8	5-35%
No. 16	0-20%
No. 30	0-15%
No. 200	0-5%

**Cold Mix Asphalt Binder:**

Flash Point	200°F min.
Viscosity, 275F	325-800 cp
Distillation	Volume % Original Sample
437F	0.0%
500F	0-5%
600F	5-20%
680F	74-88%

**Mix Design:**

Mix design varies slightly depending on aggregate characteristics. Binder content will range from 4.5% to 5.8% by total mix weight. Achieve 98% min aggregate coating, workability at 40°F.

**3.2.25.1 HP Asphalt Cold Patch L or equal:** HP Asphalt Cold Patch L grade or equal shall be used for application when the weather is less than 40°F.

**3.2.25.2 HP Asphalt Cold Patch M or equal:** HP Asphalt Cold Patch M grade or equal shall be for application when the weather is greater than 40°F.

**3.2.26 Crafcó™ HP Concrete Cold Patch or equal:** Crafcó™ HP Concrete Cold Patch or equal shall be a cold applied, single component patching material for repairing potholes, spalls, cracks and other confined cement voids and distresses greater than 1" wide and greater than ½" deep. HP Concrete Cold Patch or equal shall be composed of a thermoplastic binder and aggregate that will produce a durable patching material. HP Concrete Cold Patch or equal shall adhere during wet, cold or hot weather conditions permanently to concrete.



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HP Concrete Cold Patch or equal may be used between 30°F and 100° F. No mixing, heating or special application equipment shall be required. HP Concrete Cold Patch or equal may be opened to traffic immediately after compacting. HP Concrete Cold Patch or equal shall meet and/or exceed and have the following:

Color:	Gray
Compacted in Place Unit Weight	125 pcf
Compacted in Place Density	2.0
Volume per Bag	0.40 cu ft
Workability	30 to 100F
Aggregate Size	100% passing 3/8 inch
Aggregate Durability	40% maximum Loss
Binder Coating Durability	95% minimum

**3.2.27 Crafcro™ TechCrete or equal:** TechCrete or equal shall be a product used to seal wide cracks and joints of pavement distresses. TechCrete or equal shall be a hot-applied, flexible mastic sealant compound made of polymer-modified synthetic resin containing fibers, fillers, fines and aggregates. TechCrete or equal shall produce an impact-resistant, load-bearing, flexible repair that shall withstand vehicle traffic movement and any climate condition. TechCrete or equal shall be supplied in two grades, one for repairs less than ¾" in depth and one for repairs greater than 1 9/16" in depth.

**3.2.27.1 Crafcro™ TechCrete-R or equal:** TechCrete-R or equal shall be used for repairs less than ¾" in depth and shall meet and/or exceed and have the following:

Color:	Gray
Flow:	5 Max. 5 h 140° F ASTM D5329
Form:	Powder
Specific Gravity:	2.08      ASTM D2726
Binder Content:	15-25 %      ASTM D6307
Min Application Temp:	375° F
Max Heating Temp:	400° F
Tensile Test:	50-200 lb      AASHTO T140 Modified TTM5 at 20° F, 3 Specimens
Tensile Adhesion:	12 psi min      0.5" min elongation ASTM D5329 Modified
Impact Testing:	No cracking, Chipping or Separation at 6 ft-lb at 20° F      ASTM D2794 2" dia, by 1" thick, 0.625" impact dart, 6 ft-lb at 20° F.
Flexibility:	No cracking or Loss      ASTM D3111

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of Aggregate Adhesion

Aggregate: 100% min. ASTM D5444 Pass No. 4 Sieve

**3.2.27.2 Crafcro™ TechCrete-TBR or equal:** TechCrete-TBR or equal shall be used for repairs greater than 1 9/16" in depth and shall meet and/or exceed and have the following:

Color:	Gray	
Flow:	5 Max. 5 h 140° F	ASTM D5329
Form:	Powder	
Specific Gravity:	2.03	ASTM D2726
Binder Content:	15-25 %	ASTM D6307
Min Application Temp:	375° F	
Max Heating Temp:	400° F	
Tensile Test:	50-200 lb	AASHTO T140 Modified TTM5 at 20° F, 3 Specimens
Tensile Adhesion:	12 psi min	0.5" min elongation ASTM D5329 Modified
Impact Testing:	No cracking, Chipping or Separation at 6 ft-lb at 20° F	ASTM D2794 2" dia, by 1" thick, 0.625" impact dart, 6 ft-lb at 20° F.
Flexibility:	No cracking or Loss of Aggregate Adhesion	ASTM D3111
Aggregate:	100% min. 55 % min.	ASTM D5444 Pass 0.625" Percent Retained on No. 16

**3.2.28 Crafcro™ Mastic One or equal:** Mastic One or equal shall be a hot applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One or equal shall be used for sealing, filling and repairing distresses in both asphalt concrete and cement concrete pavements and bridge deck surfaces that are larger than repairs by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Mastic One or equal shall be placed into an appropriate melter (manufacturer recommended), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One or equal shall be formulated to provide neat feathered edge installation. Mastic One or equal shall be ready for traffic when it has solidified. Mastic One or equal shall meet and/or exceed and have the following Aggregate, Binder and Blended Product requirements:

**Aggregate:**  
Abrasion Resistance: 35% max ASTM C131

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**Binder:**

Cone Penetration @ 77° F: 60 max      ASTM D5329  
Cone Penetration @ 122° F: 60 max      ASTM D5329  
Softening Point: 200° F min      ASTM D36  
Flexibility (1", 180°, 10 sec): Pass @ 32° F      ASTM D3111 Modified

**Blended Products:**

Flexibility: Pass @ 32° F PTM 3  
Adhesion @ 77° F: 25 psi min      PTM 4  
Specific Gravity: 1.7 - 2.0  
Minimum Application Tem: 375°  
Maximum Application Tem: 400°  
VOC: 0 g/l

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract will be awarded to the Vendor that meets all requirements of that contract and provides the lowest Unit Cost for each Contract Item bid, per District. Counties are identified on each District's Pricing Page.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the Unit Cost for each item requested. Vendor should provide the Unit Cost and extend the pricing, accordingly. Vendor should also provide the number of Units per pallet and provide a pallet price per Contract Item. Vendor may bid any or all Contract Items and any or all Districts. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

Vendor's Unit Cost and/or pallet price shall include material and delivery to any job site located in any County, within a District. Upon the need, the job site location will be identified on the Delivery Order and the WVDOH may choose one or more of the Contract Items to complete an individual project.

**The evaluation for award shall be based on the Vendor's bid price per Contract Item Unit Cost, per District.**

The WVDOH shall have the option to place orders per Unit or per pallet.

If the Vendor is proposing an equal item, the Vendor SHALL provide the manufacturer's name/brand and manufacturer's part number/model/product type on the Pricing Pages and should attach any additional product documentation, such as specifications, physical properties, with their bid packet.

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**NOTE: If no Manufacturer Name/Brand or Manufacturer Part Number/Model/Product Type is identified on the Pricing Pages, the WVDOH will expect that the Vendor is providing the requested brand products.**

The WVDOH shall review an equal item proposed to confirm equivalency according to the requirements of the contract specifications. The State of WV may contact the Vendor proposing an equal item if additional information is needed to confirm equivalency.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: [Misty.M.Delong@wv.gov](mailto:Misty.M.Delong@wv.gov).

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall begin standard orders within fifteen (15) working days after the Delivery Order is received by the Vendor. Vendor shall deliver emergency orders within an agreed upon timeframe established by the WVDOH and the Vendor after the Delivery Order is received by the Vendor.

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The WVDOH also reserves the right to pick-up a requested item at the Vendor's location within fifteen (15) working days after the Delivery Order is received by the Vendor if delivery is not feasible for specific projects.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements

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contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Insurance:** Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs.

8.4 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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**8.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Michael Wertheim

Authorized Signature: M. Wertheim Date: 10/13/16

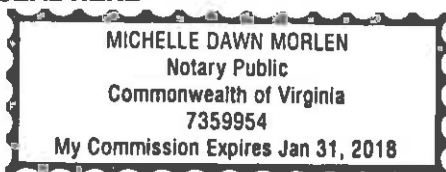
State of Virginia

County of Alleghenle, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of October, 2016

My Commission expires 1/31/18, 20  .

AFFIX SEAL HERE



NOTARY PUBLIC Michelle Morlen

*Purchasing Affidavit (Revised 08/01/2015)*



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 1, which includes: Boone County, Clay County, Kanawha County, Mason County and Putnam County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
✓ 20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt 60	Aquaphalt 60	BAG	40.00	5	200.00	1440.00	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
✓ 30	Crafco™HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40.00	5	200.00	1440.00	36
✓ 31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40.00	5	200.00	1440.00	36
✓ 32	Crafco™HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40.00	5	200.00	1440.00	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 2, which includes: Cabell County, Lincoln County, Logan County, Mingo County and Wayne County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOT will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOT has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	40.00	5	200.00	1440.00	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 3, which includes: Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County.

If proposing an equal item, the Vendor SHALL provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	G.O	BAG	40.00	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	G.O	BAG	40.00	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	G.O	BAG	40.00	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	G.O	BAG	40.00	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 4, which includes: Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	40.00	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™Mastic One or equal per 40# box			BX		5			
36	Crafco™Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 5, which includes: Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County.

If proposing an equal item, the Vendor SHALL provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOT will expect that the Vendor is providing the requested brands.

THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.

The WVDOT has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	C.O	BAG	340.00	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN Polyfleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN Polyfleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN Polyfleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	C.O	BAG	40	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	C.O	BAG	40	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	C.O	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 6, which includes: Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK SKID-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	340.00	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 7, which includes: Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County.

If proposing an equal item, the Vendor SHALL provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI TRE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	140.00	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN Polyfleece or equal to per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN Polyfleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN Polyfleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			



Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 8, which includes: Pendleton County, Pocahontas County, Randolph County and Tucker County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	74000	5	3700	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocool 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN Polyfleece or equal to per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN Polyfleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN Polyfleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™Mastic One or equal per 40# box			BX		5			
36	Crafco™Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 9, which includes: Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County.

If proposing an equal item, the Vendor **SHALL** provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

**THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.**

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 5-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN Poly-fleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN Poly-fleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN Poly-fleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™ HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™ HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™ HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			

Exhibit A -- PRICING PAGE -- Various Bridge Repair Products

Vendor's pricing shall include delivery to any job site located in District 10, which includes: McDowell County, Mercer County, Raleigh County and Wyoming County.

If proposing an equal item, the Vendor SHALL provide the manufacturer's name/brand and manufacturer's part number/model/product type in the appropriate columns below.

If no manufacturer's name/brand or manufacturer's part name/model/product type is identified in the appropriate columns below, the WVDOH will expect that the Vendor is providing the requested brands.

THE EVALUATION FOR AWARD SHALL BE BASED ON THE VENDOR'S CONTRACT ITEM UNIT COST BID PRICE, PER DISTRICT.

The WVDOH has the option to place orders per Unit or per pallet.

Vendor may bid any or all Contract Items.

Contract Item	Contract Item Description	Manufacturer's Name/Brand	Manufacturer's Part Name/Model/Product Type	Unit of Measure	UNIT COST BID PRICE	Estimated Quantity of Units	Extended Cost	Pallet Price	Number of Units per pallet
1	SSI SILSPEC Flexpatch Polymer Patching Mortar or equal per Cubic Foot			CF		5			
2	SSI DECKSEAL Polymer Deck Sealant or equal per 2-gallon bucket			BUCK		5			
3	SSI RE-DECK Skid-Resistant Overlay or equal per 2-gallon bucket			BUCK		5			
4	Kansas Blend Flint or equal per 80# bag			BAG		5			
5	IMCO MG-KRETE Regular or equal per 50# bag			BAG		5			
6	IMCO MG-KRETE Fine or equal per 45# bag			BAG		5			
7	IMCO MG-KRETE Part B Liquid or equal for Regular or Fine per gallon			GL		5			
8	IMCO MG-KRETE NO ODOR Regular or equal per 50# bag			BAG		5			
9	IMCO MG-KRETE NO ODOR Fine or equal per 45# bag			BAG		5			
10	IMCO MG-KRETE NO ODOR Part B Liquid or equal for NO ODOR Regular or Fine per gallon			GL		5			
11	IMCO MG-KRETE Flex Regular or equal per 50# bag			BAG		5			
12	IMCO High Temperature Retarder or equal per gallon			GL		5			
13	IMCO Low Temperature Accelerator or equal per gallon			GL		5			
14	IMCO D-TECH 470 Sealer or equal per 5-gallon bucket			BUCK		5			
15	CHEM-CRETE PAVIX CCC100 or equal per 5-gallon bucket			BUCK		5			
16	CHEM-CRETE PAVIX CCC100 or equal per 55-gallon drum			DRUM		5			
17	CHEM-CRETE YUFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
18	CHEM-CRETE SOFIX CCC100 or equal per 5-gallon bucket			BUCK		5			
19	AQUAFIN-IC ADMIX or equal per 5-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
21	DOW Corning® 888 Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
22	DOW Corning® 890-SL Silicone Joint Sealant or equal per pack of 6 each 29 fluid ounce cartridges			PKG		5			
23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
24	Soprema Sopralene Flam Antirock or equal per 39"W x 33'L roll			ROLL		5			
25	Soprema Elastocol 500 Primer or equal per 5-gallon bucket			BUCK		5			
26	Soprema ALSAN Flashing or equal per 5-gallon bucket			BUCK		5			
27	Soprema ALSAN PolyFleece or "equal to" per 4"W x 50'L roll			ROLL		5			
28	Soprema ALSAN PolyFleece or equal per 6"W x 50'L roll			ROLL		5			
29	Soprema ALSAN PolyFleece or equal per 8"W x 50'L roll			ROLL		5			
30	Crafco™HP All Season Asphalt Cold Patch L or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
32	Crafco™HP Concrete Cold Patch or equal per 50# bag	Aquaphalt	6.0	BAG	40	5	200	1440	36
33	Crafco™ Techcrete-R or equal per 35# bag			BAG		5			
34	Crafco™ Techcrete-TBR or equal per 35# bag			BAG		5			
35	Crafco™ Mastic One or equal per 40# box			BX		5			
36	Crafco™ Mastic One or equal per 25# package			PKG		5			