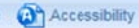




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency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



Jump to: PRCUID



Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0803

ID: ESR1108160000000204

Ver.: 1

Function: New

Phase: Final

Modified by batch , 11/09/2016

Header 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 254831

Procurement Type: Central Master Agreement

Vendor ID: VS0000011296

Legal Name: Unique Paving Materials Corp.

Alias/DBA:

Total Bid: \$0.00

Response Date: 11/08/2016

Response Time: 14:58

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1700000022

Published Date: 10/11/16

Close Date: 11/9/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 1 VARIOUS BRIDGE
REPAIR PRODUCTS

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder : 254831

Solicitation Description : Addendum 1 VARIOUS BRIDGE REPAIR PRODUCTS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-11-09 13:30:00	SR 0803 ESR11081600000002024	1

VENDOR

VS0000011296

Unique Paving Materials Corp.

Solicitation Number: CRFQ 0803 DOT1700000022

Total Bid : \$0.00 Response Date: 2016-11-08 Response Time: 14:58:20

Comments: Our Terms are Net 30 days

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	VARIOUS BRIDGE REPAIR PRODUCTS	1.00000	EA	\$0.000000	\$0.00

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 INSTRUCSTIONS TO BIDDERS FOR MORE
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Comments: We are submitting an alternate product that is equal to or greater than the products in the CRFQ



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: Addendum 1 VARIOUS BRIDGE REPAIR PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-11	2016-11-09 13:30:00	CRFQ 0803 DOT1700000022	2

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:

UNIQUE PAVING MATERIALS CORP.
3993 E 93RD STREET
CLEVELAND, OH 44105
216-441-4880

FOR INFORMATION CONTACT THE BUYER

Misty Delong

(304) 558-8802

misty.m.delong@wv.gov

Signature X

Donald Kaufman - TREASURER

FEIN #

34-1601338

DATE

11-7-16

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

ADDITIONAL INFORMATION:

Addendum 1 - to extend bid opening date from November 8, 2016 to November 9, 2016 at 1:30 PM, EST. due to Election Day.

No other changes made.

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.

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SCHEDULE OF EVENTS

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

DOT1700000022	Document Phase Final	Document Description Addendum 1 VARIOUS BRIDGE REPAIR PRODUCTS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: Addendum 1 VARIOUS BRIDGE REPAIR PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-11	2016-11-09 13:30:00	CRFQ 0803 DOT1700000022	2

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:

UNIQUE PAVING MATERIALS CORP.
3993 E 93rd Street
Cleveland, OH 44105
216-441-4880

FOR INFORMATION CONTACT THE BUYER

Misty DeLong

(304) 558-8802

misty.m.delong@wv.gov

Signature X

DM Thompson - TREASURER

FEIN #

34-1601338

DATE

11-7-16

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

ADDITIONAL INFORMATION:

Addendum 1 - to extend bid opening date from November 8, 2016 to November 9, 2016 at 1:30 PM, EST. due to Election Day.

No other changes made.

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

Please Note: I left a message on Misty DeLong regarding the incorrect CRFQ number below. This should be for bid "22" not "19".

addendum

SOLICITATION NUMBER: CRFQ DOT1700000019

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Extend bid opening date from November 8, 2016 to November 9, 2016 at 1:30 PM, EST. due to Election Day.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

5/6 "22" not 19

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1700000019

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

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

UNIQUE PAVING MATERIALS CORP
Company
Daniel Thompson - TREASURER
Authorized Signature
11-7-16
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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:

UNIQUE PAVING MATERIALS CORP.
3993 E 93RD STREET
CLEVELAND, OH 44105
216-441-4880

FOR INFORMATION CONTACT THE BUYER

Misty DeLong

(304) 558-8802

misty.m.delong@wv.gov

Signature X

Donald Kaufman

FEIN #

34-1601338

DATE

11-1-16

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

TREASURER

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	Document Phase Draft	Document Description VARIOUS BRIDGE REPAIR PRODUCTS	Page 3 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 ³⁶ 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.

☐

☐

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☐

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.

☐

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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.

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.

Donald Kaufman - TREASURER
(Name, Title)

DONALD KAUTZMAN - TREASURER
(Printed Name and Title)

3993 E 93RD STREET CLEVELAND, OH 44105
(Address)

216-441-4880 / 216-341-8514
(Phone Number) / (Fax Number)

DKAUTZMAN@UNIQUEPAVINGMATERIALS.COM
(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.

UNIQUE PAVING MATERIALS CORP.
(Company)

Donald Kaufman - DONALD KAUTZMAN - TREASURER
(Authorized Signature) (Representative Name, Title)

DONALD KAUTZMAN - TREASURER
(Printed Name and Title of Authorized Representative)

11-3-16
(Date)

216-441-4880 / 216-341-8514
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Various Bridge Repair Products

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.
 - 2.6 **“AASHTO”** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: 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.

REQUEST FOR QUOTATION
Various Bridge Repair Products

- 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

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.	

REQUEST FOR QUOTATION
Various Bridge Repair Products

- 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 contaminants. 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 CO² 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. ²
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. ²
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 ²
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: 1/4" 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

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Cure Time:	7-24 days @ 77°F
Full Adhesion:	14-21 days
After 7 day cure @ 77°F and 50% RH	
Elongation Minimum:	1200%
Modulus @ 150%	
Elongation Maximum:	43 psi
Durometer Hardness	
Shore A:	15-25 points
Joint Movement Capability	
+100/-50%, 10 Cycles:	No Failure
Adhesion to Concrete	
Minimum Elongation:	+500%

- 3.2.19 DOW Corning® 890-SL Silicone Joint Sealant or equal:** DOW Corning® 890-SL Silicone Joint Sealant or equal shall be a one-part, cold applied self-leveling silicone that will cure to an ultra-low-modulus silicone rubber upon exposure to atmospheric moisture for new and remedial joint sealing applications in concrete cement. DOW Corning® 890-SL Silicone Joint Sealant or equal shall meet and/or exceed and have the following:

Color:	Dark Gray
Flow, Sag, Slump:	Self-Leveling
Percent Solids:	96% minimum
Specific Gravity:	1.26-1.34
Skin-Over Time:	60 min. @ 77°F
Cure Time:	14 days @ 77°F
Full Adhesion:	14-21 days
After 21 day cure @ 77°F and 50% RH	
Elongation Minimum:	1400%
Modulus @ 50%	
Elongation Maximum:	7 psi
Modulus @ 100%	
Elongation Maximum:	8 psi
Modulus @ 150%	
Elongation Maximum:	9 psi
Durometer Hardness	
Shore A:	15-25 points
Joint Movement Capability	
+00/-50%, 10 Cycles:	No Failure
Adhesion to Concrete	
Minimum Elongation:	+600%
Adhesion to Asphalt	
Minimum Elongation:	+600%

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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.². 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 CrafcTM HP All Season Asphalt Cold Patch or equal:** CrafcTM 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.	ASTM D5444 Pass 0.625"
	55 % min.	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 WVDOT 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 WVDOT 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.

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.

REQUEST FOR QUOTATION
Various Bridge Repair Products

- 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: DON KAUTZMAN
Telephone Number: 216-441-4880
Fax Number: 216-341-8514
Email Address: DKAUTZMAN@UNIQUEPAVINGMATERIALS.COM

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: UNIQUE PAVING MATERIALS CORP.

Authorized Signature: Donald Kaufman Date: 11-7-16

State of Ohio DONALD KAUFMAN TREASURER

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 7th day of November, 2016.

My Commission expires February 28, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)

NO PREFERENCE BEING SOUGHT

WV-10
Approved / Revised
12/16/15

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: UNIQUE PAVING MATERIALS

Signed: Donald Kaufman

Date: 11-7-16

Title: TREASURER

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

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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.70	5	\$ 48.50	\$ 543.20	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 9.70	5	\$ 48.50	\$ 543.20	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.70	5	\$ 48.50	\$ 543.20	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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 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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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.

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Vendor may bid any or all Contract Items.

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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			
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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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.80	5	\$ 49.00	\$ 548.80	56
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			
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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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 9.80	5	\$ 49.00	\$ 548.80	56
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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			

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.

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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			
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23	Soprema Sopralene Flam 180 or equal per 39"W x 33'L roll			ROLL		5			
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35	Crafco™Mastic One or equal per 40# box			BX		5			
36	Crafco™Mastic One or equal per 25# package			PKG		5			

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.

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

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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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.60	5	\$ 48.00	\$ 537.60	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 9.60	5	\$ 48.00	\$ 537.60	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.60	5	\$ 48.00	\$ 537.60	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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 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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.50	5	\$ 52.50	\$ 588.00	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.60	5	\$ 53.00	\$ 593.60	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 10.60	5	\$ 53.00	\$ 593.60	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.60	5	\$ 53.00	\$ 593.60	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

Vendor's pricing shall include delivery to any job site located in **District 9**, which includes: Fayette Conty, 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 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.25	5	\$ 51.25	\$ 574.00	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 10.25	5	\$ 51.25	\$ 574.00	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 10.25	5	\$ 51.25	\$ 574.00	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

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 6-gallon bucket			BUCK		5			
20	Perma-Patch or equal per 50# to 60# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
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	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Winter/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
31	Crafco™HP All Season Asphalt Cold Patch M or equal per 50# bag	UPM® Permanent Pavement Repair	UPM® High Performance Cold Patch Spring Fall/ 50 lb Bag	BAG	\$ 9.55	5	\$ 47.75	\$ 534.80	56
32	Crafco™HP Concrete Cold Patch or equal per 50# bag			BAG		5			
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			

GENERAL:

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions.

The bituminous patching mix shall consist of asphalt and crushed limestone aggregate within prescribed quantities and specifications to make a mixture, which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT:

The bituminous material shall be UPM[®] liquid asphalt blend, from UNIQUE Paving Materials Corp., Cleveland, Ohio (UNIQUE) or from one of its approved blending facilities. The blend shall meet the following requirements:

Kinematic Viscosity @ 140°F (60°C)	ASTM D 2170	350 to 4000 cSt (mm ² /s)
Flash Point, Tag Open Cup	ASTM D 1310	200°F (93°C) minimum
Percentage of Water	ASTM D 95	Less Than 0.2%
Distillation to 680°F (360°C)	ASTM D 402	See Values Below

Temperature	Volume % Minimum	Total Distillate Maximum	Volume % Minimum	Original Sample Maximum
to 437°F (225°C)	0	0	0	0
to 500°F (260°C)	0	0.5	0	0
to 600°F (316°C)	10	65	0	18
Residue from distillation to 680°F (360°C) % Volume by Difference			73	95

TESTS ON RESIDUE FROM DISTILLATION:

Absolute viscosity @ 140°F (60°C)	ASTM D 2171	75 to 425 Poise (10 ⁻¹ Pa × s)
Penetration, Modified with Cone	ASTM D 5*	180 minimum
Ductility, 39°F (4°C), 1 cm/minute	ASTM D 113	100 minimum
Solubility in Trichloroethylene	ASTM D 2042	99.0% minimum

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM Method D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 gram. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE:

The aggregate shall be 100% crushed limestone and shall meet the following requirements:

SIEVE ANALYSIS ASTM C 136

Sieve	#9 ASTM D 448 Percent Passing	COMBINATION #9 & #89 Percent Passing
1/2" (12.5 mm)	-	100
3/8" (9.5 mm)	100	90 - 100
# 4 (4.75 mm)	85 - 100	55 - 85
# 8 (2.36 mm)	10 - 40	5 - 40
# 16 (1.18 mm)	0 - 10	0 - 10
# 50 (0.30 mm)	0 - 5	0 - 5

Soundness Loss (Sodium, 5 cycles)	ASTM C 88	12.0 maximum
Los Angeles Abrasion Loss	ASTM C 131	45.0% maximum
Specific Gravity	ASTM C 127	2.45-2.85
Absorption	& 128	3.0% maximum
Minus 200 Sieve (0.075 mm) Wash Loss	ASTM C 117	2.5% maximum

MIXTURE:

The UPM[®] asphalt cold mix shall meet the following requirements:

Coating	ASTM D 2489	Greater than 95%
Stripping in distilled water ¹	Visual	Less than 5%
Extraction of Bituminous Material	ASTM D 2172	3.5 min - 9.0% max.
Sieve Analysis of Extracted Aggregate	ASTM C 136	See Aggregate Specification
Minus 200 (0.075mm) of Extracted Aggregate	ASTM C 117 & ASTM C 136	4.0% Maximum ²
Shelf Life		18-Month Minimum

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused with the 2.5% maximum allowed for the Minus 200 (0.075 mm) Wash Loss on the raw aggregate before the production of **UPM** mix. That value is necessary to minimize the effect of the plant when producing the finished **UPM** cold mix.

CERTIFICATE OF ANALYSIS:

A certificate of analysis stating the material meets the above requirements shall be made available upon request.

BAG MIXTURE:

UPM mix shall be supplied in 50-lb. bags (22.7 kg) consisting of $\pm 0.5\%$ co-extruded skid resistant nylon. The bags shall come palletized 56 bags per pallet.

CONTRACT:

Before being awarded a contract, a successful bidder will be required to furnish an affidavit that this product meets or exceeds the above specifications. The affidavit shall have attached, an analysis done by an independent testing laboratory, certifying that the material conforms to these specifications. If the successful bidder does not submit the affidavit of the lab analysis, they will not be awarded the contract.

PERFORMANCE GUARANTEE:

The supplier of the material shall guarantee the performance of the patching mix to meet the following requirements:

- A. When properly stored, the bagged material shall remain workable for its designated climatic conditions for a period of not less than 18 months.
- B. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the department.

UPM[®] is a registered trademark of UNIQUE Paving Materials Corp.

“Providing valuable products from valuable people to valuable customers.”

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UNIQUE PAVING



MATERIALS CORP.

Permanent Pavement
Repair Material

HIGH PERFORMANCE GUARANTEE

UPM® COLD MIX IS GUARANTEED TO PERFORM AS FOLLOWS:

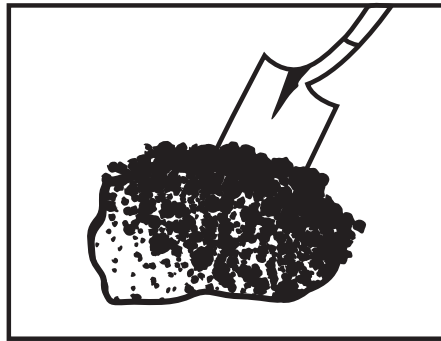
- Patches using **UPM** Permanent Pavement Repair Material will outlast the surrounding pavement when properly applied (see other side).
- Winter grades will remain workable for use in sub-freezing temperatures.
- No primer required.
- Will not bleed through hot mix overlays.

*If **UPM** cold mix does not meet these high-performance guidelines, **UNIQUE Paving Materials Corp.** will replace it.
We want our customers to be like our material – **PERMANENT!***

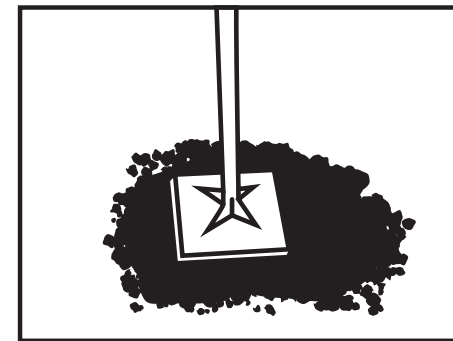
3 EASY STEPS TO PATCHING SUCCESS



PREPARE: Remove all loose dust, dirt and debris by sweeping with a broom.



APPLY: Shovel or pour UPM[®] mix into the hole. Level out 25% higher than the existing pavement to allow for compaction. If patch is deeper than 4", apply and compact in separate 2" layers. Apply only over a solid base.



COMPACT: Compact with a hand tamper, roller or plate compactor.

UPM BULK STOCKPILING: Properly store UPM mix according to standard commercial practices.

- Place stockpile on a clean pad of asphalt or concrete and keep material from contamination.
- Dusty conditions will shorten UPM mix's stockpile life and may reduce workability.



The Good Stuff[®]

UPM is a registered trademark of UNIQUE Paving Materials Corp.

CUSTOMER SERVICE

800-441-4880 | Fax: 877-689-8117
uniquepavingmaterials.com

PROUDLY MADE IN THE USA

The makers of UPM[®] mix
Unique[®]
Paving Materials Corp.