



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.

Header 2

List View

- General Information
- Contact
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Procurement Folder: 1976520

Procurement Type: Central Master Agreement

Vendor ID: VS0000039621

Legal Name: FIBRECRETE PRESERVATION TECHNOLOGIES INC

Alias/DBA:

Total Bid: \$197,776.50

Response Date: 06/15/2026

Response Time: 12:01

Responded By User ID: mream

First Name: Marcy

Last Name: Ream

Email: marcy.ream@fptinfrastructu

Phone: 3307053417

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000100

Published Date: 6/17/26

Close Date: 6/23/26

Close Time: 13:30

Status: Closed

Solicitation Description: ASPHALT CRACK SEALANT for DISTRICT ONE

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	FIBER ASPHALT SEALANT 540	2250.0000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: no alternate available

Extended Description:

FIBER ASPHALT SEALANT 540 Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	FIBER ASPHALT SEALANT 540 (FULL TRUCK LOAD)	45000.000	LB		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: no alternate available

Extended Description:

FIBER ASPHALT SEALANT 540 (FULL TRUCK LOAD) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Rent Machine to use Fiber ASPHALT SEALANT 540	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101627			

Commodity Line Comments: no alternate available

Extended Description:

Rent Machine to use Fiber ASPHALT SEALANT 540 Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	HP CONCRETE COLD PATCH	56.00000	BAG		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: no alternate available

Extended Description:

HP CONCRETE COLD PATCH - Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	HP CONCRETE COLD PATCH (FULL TRUCK LOAD)	896.00000	BAG		

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: no alternate available

Extended Description:

HP CONCRETE COLD PATCH (FULL TRUCK LOAD) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	MATRIX 501 MASTIC	2400.0000	LB		

Comm Code	Manufacturer	Specification	Model #
30121715			

Commodity Line Comments: no alternate available

Extended Description:

MATRIX 501 MASTIC Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	MATRIX 501 MASTIC (Full Truck Load)	45000.000	LB		

Comm Code	Manufacturer	Specification	Model #
30121715			

Commodity Line Comments: no alternate available

Extended Description:

MATRIX 501 MASTIC (Full Truck Load) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Rent Machine to use MATRIX 501 MASTIC	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101627			

Commodity Line Comments: no alternate available

Extended Description:

Rent Machine to use MATRIX 501 MASTIC Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	TECHCRETE - R	2700.0000	LB	1.250000	3375.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: Fibrecrete G alternate material

Extended Description:

TECHCRETE - R - Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	TECHCRETE - R (FULL TRUCK LOAD)	45000.000	LB	1.100000	49500.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: Fibrecrete G alternate material

Extended Description:

TECHCRETE - R (FULL TRUCK LOAD) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Rent Machine to use TECHCRETE - R	1.00000	EA	10000.000000	10000.00

Comm Code	Manufacturer	Specification	Model #
22101627			

Commodity Line Comments: monthly rental fee

Extended Description:

Rent Machine to use TECHCRETE - R - Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	TechCrete Primer 5 Gal. Bucket	1.00000	EA	240.000000	240.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: Primer CP for Fibrecrete G

Extended Description:

TechCrete Primer 5 Gal. Bucket Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Detack 5 Gallon Bucket	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: material not required with Fibrecrete G

Extended Description:

Detack 5 Gallon Bucket Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	RoadSaver 515	2250.0000	LB	1.950000	4387.50

Comm Code	Manufacturer	Specification	Model #
30111902			

Commodity Line Comments: Greyseal 6690 - grey color

Extended Description:

RoadSaver 515 Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	RoadSaver 515 (Full Truck Load)	45000.000	LB	1.850000	83250.00

Comm Code	Manufacturer	Specification	Model #
30111902			

Commodity Line Comments: Greyseal 6690 - grey color

Extended Description:

RoadSaver 515 (Full Truck Load) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Rent Machine to use RoadSaver 515	1.00000	EA	10000.000000	10000.00

Comm Code	Manufacturer	Specification	Model #
22101627			

Commodity Line Comments: grey crack seal only in machine

Extended Description:

Rent Machine to use RoadSaver 515 Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Mastic One	2400.0000	LB	0.640000	1536.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: SAMIscreed from FPT Infrastructure

Extended Description:

Mastic One Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Mastic One (Full Truck Load)	43200.000	LB	0.590000	25488.00

Comm Code	Manufacturer	Specification	Model #
31201700			

Commodity Line Comments: SAMIscreed from FPT infrastructure

Extended Description:

Mastic One (Full Truck Load) Or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Rent Machine to use Mastic One	1.00000	EA	10000.000000	10000.00

Comm Code	Manufacturer	Specification	Model #
22101627			

Commodity Line Comments:

Extended Description:

Rent Machine to use Mastic One Or Equal



ASPHALT TECHNOLOGIES, INC.



CERTIFICATE OF ANALYSIS

ASTM D8260 Type I Requirements

September 22, 2025
Revised April 24, 2026

Report For: FPT Infrastructure
401 Old US 52 South
Mount Airy, NC 27030

Attn: Stacey Cleary

Email: Stacey.Cleary@fptinfrastructure.com

Sample Data/Information:

SAMPLE ID	Grade/Type	Quantity	DATE RECEIVED	SOURCE	PRI PROJECT #
Fibrecrete G	Mastic (Grey)	50Lb Bag	8/4/25	FPT Infrastructure	FPT 05-02-01R2

OBJECTIVE: Evaluate Fibrecrete G for compliance with ASTM D8260 and Maryland DOT Section 911 Requirements for Type I Mastics.

DATA / RESULTS:


PROPERTIES	TEST METHODS	SPECIFICATIONS	RESULTS	
SAMPLE AS-RECEIVED				
ASTM D8260 Type I Requirements				
Mastic Resilience, %	D8260	50 min.	76.6	
Effects of Rapid Deformation	-7°C D8260/D2794	Pass	Pass	
Crack Bridging Ability (3 Cycles)	-7°C D8260/C1305	Pass	Pass	
Mastic Stability, mm	D8260	40.0 max.	4.22	
Maryland DOT Section 911 Requirements				
Cone Penetration, dmm	77°F D5329	60 max.	4	
Cone Penetration, dmm	122°F D5329	120 max.	9	
Tensile Adhesion, % Elongation	D5329	Report	162.3	
Tensile Adhesion	Force at Break, psi	D5329M ¹	15 min.	30.6
	Elongation, in		0.5 min.	0.59
Softening Point, °C (°F)	D36	93 min.	130 (266)	
Flexibility	D3111	Pass	Pass	

1 – The specimen for Tensile adhesion was 3 in. long x 2 in. wide x 1.5in thick.

DISCUSSION:

The submitted sample meets the requirements for ASTM D8260 and Maryland DOT Section 911 Type I Mastics.

See table above for results.

Tested by: 
Elsa Rodriguez, Pavement Preservation Technician

Date: April 24, 2026

Reported by: 
Steven Loeffler, Client Services Manager

Date: April 24, 2026

Technical Service Report



Revision# 1



Testing Laboratory:

ACE Laboratories

6800 N. Chestnut St.
Ravenna, OH 44266
Ph: 330-577-4088

Customer:

FPT Infrastructure

Bart Pharr

bart.pharr@fptinfrastructure.com

Project #:

DX16K3A

Quote #:

C23-1190

Date of Report:

Tuesday, January 2, 2024

PO#:

Abstract:

Analysis of one (1) product in accordance with ASTM D6690 Type II bond.

ID #	Description of Material	Receiving Date	Sample Condition	Sampled By
ACE-230663	One (1) bag labeled Grey 6690 Crack Seal Fibrecrete 6690G Hot Applied Grey Joint Crack Sealant 1 Test Sample A 10-5-23, Batch Number B14002131. Marketed under the brand Greyseal 6690.	10/9/2023	Acceptable	Customer

Results and Conclusion

Test #:

Method D 6690 Type II Environmental Condition

Test/Description Asphalt Compatibility per ASTM D 5329

Result **Pass**

Requirement Pass

Conclusion: **Pass**

Test #:

Method D 6690 Type II Environmental Condition

Test/Description Softening Point per ASTM D 36
Bath liquid: USP Glycerin

Result **93.2°C (199.8°F)**

Requirement min. 80°C (176°F)

Conclusion: **Pass**

Test #:

Method D 6690 Type II Environmental Condition

Test/Description Resilience @ 25°C per ASTM D 5329

Result **72.8%**

Requirement min. 60%

Conclusion: **Pass**

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Results and Conclusion

Test #:

Method D 6690 Type II Environmental Condition

Test/Description Cone Penetration @ 25°C per ASTM D 5329

Result 35 dmm

Requirement max. 90

Conclusion: Pass

Test #:

Method D 6690 Type II Environmental Condition

Test/Description Non-Immersed Bond per ASTM D 5329

Result Pass

Requirement Three 12.7 mm Specimens pass 3 cycles at 50 % extension @ -29°C

Conclusion: Pass

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Results and Conclusion

Conclusion:

FPT Infrastructure, Grey 6690 Crack Seal Fibrecrete 6690G Hot Applied Grey Joint Crack Sealant meets or exceeds all testing requirements set forth in ASTM D 6690 Type II Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

Testing Dates

10/16/2023 - 11/16/2023

Tested By:

Andrew Jambor
 Digitally signed by Andrew Jambor
 DN: O=Ace Laboratories,
 CN=Andrew Jambor,
 E=and.jambor@ace-laboratories.com
 Reason: I am the author of this document
 Location: your signing location here
 Date: 2024.01.02 16:24:56-05'00'
 Foxit PDF Reader Version: 11.2.2

Andrew Jambor
 Laboratory Technician

Reviewed By:

Rodney Armstrong
 Digitally signed by Rodney Armstrong
 Reason: I have reviewed this document
 Date: 2024.01.02 16:30:08-05'00'

Rodney Armstrong
 Engineering Manager

Revision Log

Revision #	Date	Revision
0	11/27/2023	Original
1	1/2/2024	Edited description of material

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Results and Conclusion

ACE Laboratories is an ANAB accredited ISO/IEC 17025 testing laboratory. The laboratory's certificate number is AT-2601 and all data here within is included within the that laboratory scope unless otherwise marked.

The following report contains data, graphs, and other pertinent information in relation to the testing that ACE Laboratories performed for the customer specified above. Unless otherwise noted, all testing was performed on-premise at the ACE facility. This report and all information contained within are governed by Terms & Conditions sheet provided to the customer prior to the start of testing.

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Form Revision# 0- 4-27-22

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ASPHALT TECHNOLOGIES, INC.



CERTIFICATE OF ANALYSIS

ASTM D8260 Type II Requirements

September 22, 2025
Revised April 24, 2026

Report For: FPT Infrastructure
401 Old US 52 South
Mount Airy, NC 27030

Attn: Stacey Cleary

Email: Stacey.Cleary@fptinfrastructure.com

Sample Data/Information:

SAMPLE ID	Grade/Type	Quantity	DATE RECEIVED	SOURCE	PRI PROJECT #
SamiScreed	Mastic (Black)	30Lb Box	8/4/25	FPT Infrastructure	FPT 05-02-02R4

OBJECTIVE: Evaluate SamiScreed for compliance with ASTM D8260 and Maryland DOT Section 911 Requirements for Type I Mastics.

DATA / RESULTS:

PROPERTIES	TEST METHODS	SPECIFICATIONS	RESULTS	
SAMPLE AS-RECEIVED				
ASTM D8260 Type II Requirements				
Mastic Resilience, %	D8260	50 min.	92.9	
Effects of Rapid Deformation	18°C D8260/D2794	Pass	Pass	
Crack Bridging Ability (3 Cycles)	18°C D8260/C1305	Pass	Pass	
Mastic Stability, mm	60°C D8260	40.0 max.	12.5	
Select Requested Properties				
Cone Penetration, dmm	77°F D5329	60 max.	10	
Cone Penetration, dmm	122°F D5329	120 max.	47	
Tensile Adhesion, % Elongation	D5329	Report	113.9	
Tensile Adhesion	Force at Break, psi	D5329 ¹	15 min.	32.9
	Elongation, in.		0.5 min.	0.82
Softening Point, °C (°F)	D36	93 min.	121 (250)	
Flexibility	D3111M	Pass	Pass ²	


1 - The specimen for tensile adhesion was 3 in. x 2 in. x 1.5 in. thick.

2 - Sample was prepared thicker than method specifications to accommodate large pieces of aggregate and fiber.

DISCUSSION:

The submitted sample meets the requirements for ASTM D8260 and Maryland DOT Section 911 Type I Mastics.

See table above for results.

Tested by: 
Elsa Rodriguez, Pavement Preservation Technician

Date: April 24, 2026

Reported by: 
Steven Loeffler, Client Services Manager

Date: April 24, 2026

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways, District One, to establish an open-end contract for Fiber Asphalt Sealant 540, Machine to Melt Fiber Asphalt Sealant 540, HP Concrete Cold Patch, Matrix 501 Mastic, Machine to Melt Matrix 501 Mastic, TechCrete-R, Machine to Melt TechCrete-R, TechCrete Primer, Detack, RoadSaver 515, Machine to Melt RoadSaver 515, Mastic One, and Machine to Melt Mastic One as needed.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“DOH”** means Department of Highways.
 - 2.5 **“OSHA”** means Occupational Safety and Health Administration.
 - 2.6 **“GHS”** means Globally Harmonized System of Classification and Labeling of Chemicals.
 - 2.7 **“AASHTO”** means American Association of State Highway and Transportation Officials.
 - 2.8 **“ASTM”** means American Society for Testing and Materials.

3. **GENERAL REQUIREMENTS:**

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

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

3.1.1 Contract Item # 1 -Fiber Asphalt Sealant 540

3.1.1.1 Contract Item # 1 Must meet the requirements of the standards listed below:

● ASTM D5329 ● ASTM D113 ● ASTM D5167 ●
ASTM D6690 ● ASTM D36 ● ASTM D4402

3.1.1.2 Contract Item # 1 Must be both resistant to cracking in colder weather conditions and resistant to pick-up by vehicle tires in warmer weather conditions.

3.1.1.3 Contract Item # 1 Fiber must have a minimum melt temperature of 475°F and a minimum tensile strength of 70,000 PSI.

3.1.1.4 Contract Item # 1 Fiber in asphalt sealant must be a minimum of 25% by weight of polyester fibers.

3.1.1.5 Contract Item # 1 Vendor must allow DOH the opportunity to mix two different sealants on a full truckload order.

3.1.1.6 Contract Item # 1 The packaging needs to be labeled in accordance with OSHA, GHS and specification requirements.

3.1.1.7 Contract Item # 1 Must be available for delivery.

3.1.2 Contract Item # 2 Machine to Melt Fiber Asphalt Sealant 540

3.1.2.1 Contract Item # 2 Must be available for delivery Must come with all application tools.

3.1.2.2 Contract Item # 2 Must be available for delivery.

3.1.3 Contract Item # 3 HP Concrete Cold Patch

3.1.3.1 Contract Item # 3 Must be both resistant to cracking in

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

colder weather conditions and resistant to pick-up by vehicle tires in warmer weather conditions

3.1.3.2 Contract Item # 3 Product must have a workability of 30°F to 100°F.

3.1.3.3 Contract Item # 3 Vendor must allow DOH the opportunity to mix two different cold patches on a full truckload order.

3.1.3.4 Contract Item # 3 HP Concrete Cold Patch materials should be no mixing, heating or special installation equipment required.

3.1.3.5 Contract Item # 3 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.3.6 Contract Item # 3 Must be available for delivery.

3.1.4 Contract Item # 4 Matrix 501 Mastic

3.1.4.1 Contract Item # 4 Product must meet the requirements of the standards listed below:

- ASTM D6297 ● ASTM D36
- ASTM D5329
- ASTM D113
- ASTM D4402
- ASTM D5249

3.1.4.2 Contract Item # 4 Product must be formulated to provide neat, watertight and maintainable.

3.1.4.3 Contract Item # 4 Vendor must allow DOH the opportunity to mix two different mastics with a full truckload order.

3.1.4.4 Contract Item # 4 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.4.5 Contract Item # 4 Must be available for delivery.

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

3.1.5 Contract Item #5 Machine to Melt Matrix 501 Mastic

3.1.5.1 Contract Item # 5 Must come with all application tools.

3.1.5.2 Contract Item # 5 Must be available for delivery.

3.1.6 Contract Item #6 TechCrete -R

3.1.6.1 Contract Item # 6 Product must meet the requirements of the standards listed below:

- ASTM D6307
- ASTM D5444
- ASTM 5329
- AASHTO T140 Modified TTM5
- ASTM D5329 MODIFIED
- ASTM D2794 MODIFIED
- ASTM D3111

3.1.6.2 Contract Item # 6 Minimum application Temperature 330F.

3.1.6.3 Contract Item # 6 Maximum Heating Temperature of 400F.

3.1.6.4 Contract Item # 6 Must be available for delivery.

3.1.7 Contract Item #7 Machine to Melt TechCrete-R

3.1.7.1 Contract Item # 7 Must come with all application tools.

3.1.7.2 Contract Item # 7 Must be available for delivery.

3.1.8 Contract Item # 8 TechCrete Primer

3.1.8.1 Contract Item # 8 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.8.2 Contract Item # 8 Must be available for delivery.

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

3.1.9 Contract Item # 9 Detack

3.1.9.1 Contract Item # 9 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.9.2 Contract Item # 9 Must be available for delivery.

3.1.10 Contract Item # 10 RoadSaver 515

3.1.10.1 Contract Item # 10 Product must meet the requirements of the standards listed below:

- ASTM D6690
- AASHTO M173 MODIFIED
- AASHTO M324
- ASTM D1190
- ASTM D36
- Federal Specification SS-S-164

3.1.10.2 Contract Item # 10 Minimum Application Temperature 380°F.

3.1.10.3 Contract Item # 10 Maximum Heating Temperature of 400°F

3.1.10.4 Contract Item # 10 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.10.5 Contract Item # 10 Must be available for delivery.

3.1.11 Contract Item # 11 Machine to Melt RoadSaver 515

3.1.11.1 Contract Item # 11 Must come with all application tools.

3.1.11.2 Contract Item # 11 Must be available for delivery.

3.1.12 Contract Item # 12 Mastic One

3.1.12.1 Contract Item # 12 Product must meet the requirements of the standards listed below:

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

- ASTM D8260 TYPE 1
- ASTM D5329
- ASTM D36
- ASTM D3111 MODIFIED ● ASTM D2794
- ASTM C1305 MODIFIED
- ASTM C131

3.1.12.2 Contract Item # 12 Minimum Application Temperature 375°F.

3.1.12.3 Contract Item # 12 Maximum Application Temperature of 400°F

3.1.12.4 Contract Item # 12 The packaging needs to be labeled in accordance with OSHA, GHS, and specification requirements.

3.1.12.5 Contract Item # 12 Must be available for delivery.

3.1.13 Contract Item # 13 Machine to Melt Mastic One

3.1.13.1 Contract Item # 13 Must come with all application tools.

3.1.13.2 Contract Item # 13 Must be available for delivery

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in the price for the contract items. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov. .

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor MUST allow DOH to mix two different sealants on a full truckload order.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard

REQUEST FOR QUOTATION
Asphalt Crack Sealant Material

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 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.

