



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

State of West Virginia
Solicitation Response

Proc Folder: 2037561
Solicitation Description: Perma-Patch or Equal
Open End District 5
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-08-31 10:30	SR 0803 ESR08212600000001203	1

VENDOR
000000193873
SEABOARD ASPHALT PRODUCTS CO

Solicitation Number: ARFQ 0803 DOT2700000009
Total Bid: 32674
Response Date: 2026-08-21
Response Time: 12:25:23
Comments:

FOR INFORMATION CONTACT THE BUYER
James F Moffatt
304-414-0815
james.f.moffatt@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PERMA-PATCH or Equal Per Bag	500.00000	EA	9.610000	4805.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: Bidding Bond-X Green High Performance Cold Mix in 50# bags

Extended Description:

PERMA-PATCH or Equal
Truckload of 750Bags; 50-60 lb EA bag

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	PERMA-PATCH or Equal Per Pallet	25.00000	PLLT	538.160000	13454.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: Bidding BOND-X GREEN High Performance Cold Mix in 50# bags

Extended Description:

PERMA-PATCH or Equal
Truckload of 750Bags; 50-60 lb EA bag

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	PERMA-PATCH or Equal Per Truck Load	2.00000	TRKL	7207.500000	14415.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: Bidding BOND-X GREEN High Performance Cold Mix in 50# bags

Extended Description:

PERMA-PATCH or Equal
Truckload of 750Bags; 50-60 lb EA bag

BOND-X GREEN

HIGH PERFORMANCE COLD MIX

Seaboard BOND-X GREEN High Performance Cold Patch is a high quality, pre-mixed, all weather, permanent asphalt "cold patch" compound. Combining a carefully selected aggregate with a special bitumen formula using a biodegradable, renewable, organic solution to replace petroleum derivatives normally found in conventional cold mix asphalt. **Seaboard BOND-X GREEN High Performance Cold Patch** is the right choice for all types of pavement repair jobs. **Seaboard BOND-X GREEN High Performance Cold Patch** repairs dangerous potholes, wide cracks, ruts, etc.; within minutes, regardless of the weather outside. Suitable for use on both concrete and asphalt pavements. **Seaboard BOND-X GREEN High Performance Cold Patch** is highly recommended for spot repairs to driveways and dry pavement with no loss of bonding ability. The most important benefit to remember is the fact the **Seaboard BOND-X GREEN High Performance Cold Patch** is the "Permanent Patch" and should remain in the repaired area indefinitely. Money will be saved in labor cost because workers will not be constantly repairing an area where a other types of "cold patch" asphalt mix was used. **Seaboard BOND-X GREEN High Performance Cold Patch** is easy to apply with most repairs taking only a few minutes to complete. As an added feature, **Seaboard BOND-X GREEN High Performance Cold Patch** can be open to traffic immediately after it has been used.

PREPARATION: Simply sweep out the area to be repaired with a bristled brush or broom. It is a good idea to remove any loose debris, dirt, ice, or standing water from the area to be repaired. This action will promote good adhesion and bonding.

APPLICATION: No heating or mixing is required. Simply shovel into the pothole, crack, or rut, straight from the container. If the fault is especially deep, i.e. over six inches, apply in two inch layers, compacting each layer in succession. Shovel enough material into the fault to slightly crown the "patch". When completed compress the "patch" with the pneumatic tamper. Area can be opened to traffic immediately.

COVERAGE: Depth and width of pothole, crack, utility cut etc. will greatly influence the coverage rate achieved. As a rule however, forty pounds of Seaboard BOND-X GREEN High Performance Cold Patch will fill a two inch deep hole, four square feet is size..

COLOR: Black

DRYING TIME: Immediate, following compacting of material.

CLEAN UP: All tools should be cleaned immediately after use with a solvent base cleaner such as varsol, paint thinner or mineral spirits.

STORAGE: Always keep container tightly closed when not in use to prevent "hardening" over long periods of storage. Bulk stockpile does not require special storage for up to one year. Recommend to "turn" portion of pile prior to loading from stockpile and for extended storage life it is recommended to cover stockpile.

PACKAGING: Seaboard BOND-X GREEN High Performance Cold Patch is available in five gallon pails, 60# plastic bags, 50# plastic bags and bulk.

3601 FAIRFIELD ROAD
BALTIMORE, MARYLAND 21226
(410) 355-0330
(800) 536-0332
FACSIMILE (410) 355-5864



ASPHALT TECHNOLOGIES, INC.



TEST & EVALUATION REPORT

Bond-X Green

September 30, 2022

Revised October 4, 2022

Report For: Seaboard Asphalt Products Company **Email:** shawn.campbell@seaboardasphalt.com
3601 Fairfield Road
Baltimore, MD 21226

Attn: Shawn Campbell

Sample Data / Information:

SAMPLE ID	TYPE	DATE RECEIVED	SOURCE	PRI PROJECT #
Bond-X Green	Cutback	09/30/22	Seaboard Asphalt Products	SEAB 13-02-02

OBJECTIVE: Evaluate the cutback for select properties.

DATA / RESULTS:

PROPERTY	TEST METHODS	SPECIFICATIONS	RESULTS
<i>Cutback, As-Received</i>			
VOC Content, % Distillate	437°F 500°F	ASTM D402M	Report
			0.0 0.0
Flash Point, Tag Open Cup, °F	AASHTO T79	400 min.	>214*
Flash Point, Cleveland Open Cup, °F	ASTMD92	400 min.	420

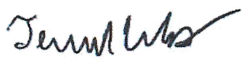
DISCUSSION:

The cutback passes all specified requirements

*214°F is the upper limit of the TAG Flash method, the sample does not flash before reaching maximum temperature.

See Table Above for Results.

Tested by:


Terrell Wright, Pavement Preservation Technician

Date: October 4, 2022

Reviewed by:


Steven Loeffler, Assistant Client Manager

Date: October 4, 2022

**TITLE 45
LEGISLATIVE RULE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY**

**SERIES 21
CONTROL OF AIR POLLUTION
FROM THE EMISSION OF VOLATILE ORGANIC COMPOUNDS**

§45-21-1. General.

1.1. Scope. -- This rule establishes reasonably available control technology to control emissions of volatile organic compounds from sources that manufacture, mix, store, use, or apply materials containing volatile organic compounds that are located in Cabell, Kanawha, Putnam, Wayne and Wood Counties.

1.2. Authority. -- W. Va. Code §22-5-4.

1.3. Filing Date. -- May 2, 2024.

1.4. Effective Date. -- June 1, 2024.

1.5. Sunset provision. -- Does not apply.

§45-21-2. Definitions.

2.1. "Actual emissions" means the quantity of volatile organic compounds (VOCs) emitted from a source during a particular time period.

2.2. "Air pollution", "statutory air pollution" shall have the meaning ascribed to it in W. Va. Code §22-5-2.

2.3. "Alternative Emission Limitation" means an emission limitation that applies to a source during some but not all periods of normal operation (e.g., applies only during a specifically defined mode of operation such as startup or shutdown). An alternative emission limitation is a component of a continuously applicable emission limitation, and it may take the form of a control measure such as a design, equipment, work practice or operational standard (whether or not numerical).

2.4. "Ambient air" means that portion of the atmosphere, external to buildings, to which the general public has access.

2.5. "As applied" means including dilution solvents added before application of the coating.

2.6. "ASTM" means American Society for Testing And Materials.

2.7. "Bulk gasoline plant" means a gasoline storage and distribution facility with an average daily throughput of 76,000 liters (L) (20,000 gallons [gal]) of gasoline or less on a 30-day rolling average.

2.8. "Bulk gasoline terminal" means a gasoline storage facility that receives gasoline from refineries, delivers gasoline to bulk gasoline plants or to commercial or retail accounts, and has a daily throughput of more than 76,000 liters (20,000 gallons) of gasoline on a 30-day rolling average.

2.9. "Capture efficiency" means the weight per unit time of VOC entering a capture system and delivered to a control device divided by the weight per unit time of total VOC generated by a source of VOC, expressed as a percentage.

2.10. "Capture system" means all equipment (including, but not limited to, hoods, ducts, fans, booths, ovens, dryers, etc.) that contains, collects, and transports an air pollutant to a control device.

30.6. Reporting. -- The owner or operator of any facility containing sources subject to this section 30. shall:

30.6.1. Comply with the initial compliance certification requirements of subsection 5.1.;

30.6.2. Comply with the requirements of subsection 5.2. regarding reports of excess emissions; and

30.6.3. Comply with the requirements of subsection 5.3. for excess emissions related to any control devices used to comply with subparagraphs 30.3.1.c.3., 30.3.2.c.4. or 30.3.2.c.5., and 30.3.3.b.2. or 30.3.3.b.3..

§45-21-31. Cutback and Emulsified Asphalt.

31.1. Applicability. -- This section 31. applies to the manufacture, mixing, storage, use, and application of cutback and emulsified asphalts. No exemptions are allowable based on the size or throughput of an operation.

31.2. Definitions. -- As used in this section 31., all terms not defined herein shall have the meaning given them in section 2.

31.2.1. "Asphalt" means a dark-brown to black cementitious material (solid, semisolid, or liquid in consistency) of which the main constituents are bitumens that occur naturally or are a residue of petroleum refining.

31.2.2. "Cutback asphalt" means asphalt cement that has been liquefied by blending with petroleum solvents (diluent). Upon exposure to atmospheric conditions, the diluents evaporate, leaving the asphalt cement to perform its function.

31.2.3. "Emulsified asphalt" means an emulsion of asphalt cement and water that contains a small amount of an emulsifying agent; it is a heterogeneous system containing two normally immiscible phases (asphalt and water) in which the water forms the continuous phase of the emulsion, and minute globules of asphalt form the discontinuous phase.

31.2.4. "Ozone season" means the calendar period beginning April 1 and ending October 31.

31.2.5. "Penetrating prime coat" means an application of low-viscosity liquid asphalt to an absorbent surface. It is used to prepare an untreated base for an asphalt surface. The prime coat penetrates the base, plugs the voids, and hardens and helps bind the top to the overlying asphalt course. The penetrating prime coat also reduces the necessity of maintaining an untreated base course prior to placing the asphalt pavement.

31.3. Standards.

31.3.1. No person shall cause, allow, or permit the manufacture, mixing, storage, use, or application of cutback asphalts during the ozone season without approval of the Secretary as provided in subdivision 31.3.2.

31.3.2. The Secretary may approve the manufacture, mixing, storage, use or application of cutback

asphalts where:

31.3.2.a. Long-life stockpile storage is necessary; or

31.3.2.b. The cutback asphalt is to be used solely as a penetrating prime coat.

31.3.2.c. During the ozone season, no person shall cause, allow, or permit the manufacturing, mixing, storage, or use of emulsified asphalt that contains any volatile organic compound (VOC).

31.4. Recordkeeping. -- The owner or operator of any facility subject to this section 31. shall maintain records of the manufacture, mixing, storage, use, or application of any asphalt containing VOC during the ozone season. These records shall be maintained in a readily accessible location for a minimum of 3 years and shall be made available to the Secretary upon verbal or written request.

§45-21-32. Manufacture of Synthesized Pharmaceutical Products.

32.1. Applicability. -- This section 32. applies to the following sources of volatile organic compounds (VOC) at all synthesized pharmaceutical manufacturing facilities:

32.1.1. Reactors;

32.1.2. Distillation operations;

32.1.3. Crystallizers;

32.1.4. Centrifuges;

32.1.5. Vacuum dryers;

32.1.6. Air dryers;

32.1.7. Production equipment exhaust systems;

32.1.8. Rotary vacuum filters and other filters;

32.1.9. In-process tanks; and

32.1.10. Leaks.

32.2. Definitions. -- As used in this section 32., all terms not defined herein shall have the meaning given them in section 2.

32.2.1. "Production equipment exhaust system" means a device for collecting and directing out of the work area VOC fugitive emissions from reactor openings, centrifuge openings, and other vessel openings for the purpose of protecting workers from excessive VOC exposure.

32.2.2. "Reactor" means a vat or vessel, which may be jacketed to permit temperature control, designed to contain chemical reactions.

32.2.3. "Separation operation" means a process that separates a mixture of compounds and solvents



State of West Virginia
Agency Request for Quote
Highways

Proc Folder: 2037561

Doc Description: Perma-Patch or Equal
Open End-District 5

Reason for Modification:

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-08-17	2026-08-31 10:30	ARFQ 0803 DOT2700000009	1

BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000193873
Vendor Name: Seaboard Asphalt Products Company

Address :

Street : 3601 Fairfield Road

City : Baltimore

State : MD

Country : USA

Zip : 21226

Principal Contact : Shawn Campbell

Vendor Contact Phone: 410-355-0330

Extension:

FOR INFORMATION CONTACT THE BUYER

James F Moffatt
304-414-0815
james.f.moffatt@wv.gov

Vendor
Signature X

FEIN# 52-1464056

DATE

8/19/2026

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END PURCHASE CONTRACT OF PERMA-PATCH OR EQUAL FOR DISTRICT 05 PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO
DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE
INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES
THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE
PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT,
WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PERMA-PATCH or Equal Per Bag	500.00000	EA	9.61	4,805.00

Comm Code	Manufacturer	Specification	Model #
30111500	Seaboard	BOND-X Green	GP-50-B6

Extended Description:

PERMA-PATCH or Equal
Truckload of 750Bags; 50-60 lb EA bag

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	PERMA-PATCH or Equal Per Pallet	25.00000	PLLT	\$538.16	13,454.00

Comm Code	Manufacturer	Specification	Model #
30111500	Seaboard	BOND-X Green	GP-50-BG

Extended Description:
 PERMA-PATCH or Equal
 Truckload of 750Bags; 50-60 lb EA bag

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	PERMA-PATCH or Equal Per Truck Load	2.00000	TRKL	\$7,207.50	\$14,415.00

Comm Code	Manufacturer	Specification	Model #
30111500	Seaboard	BOND-X Green	GP-50-BG

Extended Description:
 PERMA-PATCH or Equal
 Truckload of 750Bags; 50-60 lb EA bag

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	TECHNICAL QUESTION DUE BY 10AM EST	2026-08-26

	Document Phase	Document Description	Page 4
DOT2700000009	Final	Perma-Patch or Equal ☐ Open End-District 5	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

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.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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.

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

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

Question Submission Deadline: Wednesday, August 26, 2026 at 10:00 AM EST

Submit Questions to: DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

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 Agency.

SEALED BID: Open End Contract for Perma-Patch or Equal for D5

BUYER: James Moffatt

SOLICITATION NO.: ARFQ DOT2700000009

BID OPENING DATE: 08/31/2026

BID OPENING TIME: 10:30 AM EST

FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

6. 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.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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.

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

8. 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.

9. 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.

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

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

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

14. 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.”

15. 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.”

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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:
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency 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.

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 Date _____ and the initial contract term extends until (1) One Year _____.

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

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

☐☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

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

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

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

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

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

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

☐☐☐☐

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

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

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

18. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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.

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 and any other government agency or office that may be required to approve such assignments.

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

30. 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.

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

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

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

34. 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.

35. 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

41. 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.

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

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

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.

Shawn Campbell, VP Sales
(Printed Name and Title)
3601 Fairfield Rd, Baltimore, MD 21226
(Address)
410-355-0330 // 410-355-5864
(Phone Number) / (Fax Number)
Sales@Seaboardasphalt.com
(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Seaboard Asphalt Products Company
(Company)

Shawn Campbell
(Signature of Authorized Representative)

Shawn Campbell, VP Sales
(Printed Name and Title of Authorized Representative)

8/19/2026
(Date)

410-355-0330 // 410-355-5864
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Perma-Patch or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH District 5 to establish an open-ended contract for Perma-Patch or Equal per bag, pallet, and truckload.

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.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed on the pricing sheet on an open-ended and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Perma-patch or equal shall be an all season, premixed, cold asphalt patching material, composed of a blend of polymers, pressure sensitive plastics, and angular limestone aggregate, to repair holes in asphalt or concrete in any weather condition, and shall meet/exceed the following:

REQUEST FOR QUOTATION
Perma-Patch or Equal

- 3.1.1.1 Ready to use product
- 3.1.1.2 Black color
- 3.1.1.3 Should require no primer and no tack coat
- 3.1.1.4 Asphalt content: 5.2% ASTM D 2172-92
- 3.1.1.5 Coverage: 10lbs/sf @ 1" lift, 1.4 tons/cy
- 3.1.1.6 Temperature: -5°F to 105°F
- 3.1.1.7 Cure: Dynamic pressure
- 3.1.1.8 Aggregate: 1/4" max angular limestone
- 3.1.1.9 V.O.C content: .01% volume by weight
- 3.1.1.10 Shelf life: no less than 2 years minimum; in a dry covered area, unopened.
- 3.1.1.11 Perma-patch or equal must be available for delivery per bag, per pallet, or truckload.

3.2 Or Equal Proposals: If the Vendor is proposing an Equal item, the Vendor shall provide the manufacturer's name/brand and manufacturer's part number, model, and product type on the Pricing Page. Vendor will also include any other attachments as needed.

- 3.2.1 The vendor shall submit with their bid, manufacturers technical specifications, with physical properties, to support any proposed Equal item not listed in the solicitation. At its own discretion, the WVDOH shall determine equivalency for an equal item bid, and its buyer may contact the vendor if additional information is needed. If no supplier/manufacturer name, or manufacturer part number is provided on the pricing sheet, WVDOH will expect that the Vendor is providing the requested brand product rather than proposing an Equal.

REQUEST FOR QUOTATION
Perma-Patch or Equal

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 entering an item price per bag, per pallet, and per truckload. 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.

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: dotprocurement@wv.gov.

NOTE: Bidding on any one contract item may does not imply the acceptance of the bid on any other contract Item(s). Please make sure that bids are entered for all items on the pricing page.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOasis, regular mail, facsimile, verbally by phone, email or any other written form of communication.

REQUEST FOR QUOTATION
Perma-Patch or Equal

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 should have Perma-Patch or Equal available for delivery within 7 business days of the order date.

6.2 Emergency Orders: Emergency orders are orders that shall be initiated within forty-eight (48) hours from when the vendor receives the Emergency order notice, therefore a rushed response with goods delivery is needed from the vendor within that forty-eight (48) window. Emergency orders will be requested in writing to the vendor.

6.2.1 If preferred by the WVDOH District 5 in an emergency/urgent situation, the WVDOH District 5 reserves the right to pick up ordered Contract items at the Vendor's location within forty-eight (48) hours after the delivery order is received by the vendor with arrangements made by WVDOH District 5 and the Vendor. In such a case no shipping/delivery charges should be applied.

6.3 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.

6.4 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. All returns of unacceptable items shall be returned at the Vendor location where purchased. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's

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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, at the Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items should be deemed to be in a resalable condition if they are unused and in the original packaging.

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.

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

7.1.6 Immediate cancellation of the Contract.

7.1.7 Immediate cancellation of one or more release orders issued under this Contract.

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7.1.8 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 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.

8.4 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: Shawn Campbell
Telephone Number: 410-355-6330
Fax Number: 410-355-5864
Email Address: Sales@seaboardasphalt.com

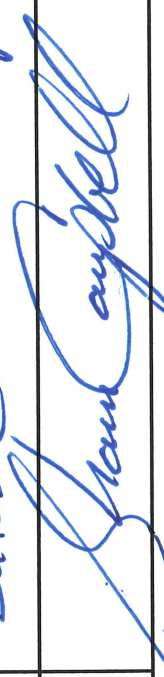
PRICING PAGE - EXHIBIT A

Perma-Patch or Equal

Open End-District 5

Item Number	Quantity	QTY	Unit	Unit Price	Total Item Cost
1	PERMA-PATCH or Equal Per Bag	500	EA	\$9.61	\$ 4,805.00
2	PERMA-PATCH or Equal Per Pallet	25	PLLT	\$538.16	\$13,454.00
3	PERMA-PATCH or Equal Per Truck Load	2	TRKL	\$7,207.50	\$14,415.00

Vendor Information

Company Name	Seaboard Asphalt Products Company
Contract Manager	Shawn Campbell
Address	3601 Fairfield Rd, Baltimore, MD 21226
Phone Number	410-355-0330
Email	Sales@seboardasphalt.com
Signature	

* Bidding Bond-X Green GP-50-B6
(56) Bags per pallet
(896) Bags per truckload

Exhibit B – Delivery Locations
ASPHALT CRACK SEALANT
District 5

Berkeley Co. Headquarters, 1867 Rockcliff Drive, Martinsburg, WV 25401
Grant Co. Headquarters, 2599 North For Hwy., Petersburg, WV 26847
New Grant Co. Headquarters, 930 Lunice Creek Hwy., Petersburg, WV 26847
Hampshire Co. HQ., 56 DOH Drive, Romney, WV 26757
Hardy Co. HQ., 2104 SR 55, Moorefield, WV 26836
Knobley Expressway, 167 Knobley Access Rd., Maysville, WV 26833
Jefferson Co. HQ., 1301 Leetown Pike, Kearneysville, WV 25430
Mineral Co. HQ., 10760 Northwestern Turnpike, New Creek, WV 26743
Morgan Co. HQ., 166 DOH Lane, Berkeley Springs, WV 25411
District Five HQ., 2120 Northwestern Turnpike, Burlington, WV 26710.