

**ORIGINAL**



**THE NEVADA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR  
ONE YEAR OPEN TERM CONTRACT FOR CRACKFILLER**

**INVITATION TO BID NO. 80DOT-S759**

**F.O.B. Nevada Department of Transportation Maintenance Stations, Statewide as Indicated**

Requisition No. OTC

For additional information or to obtain a copy of this Invitation to Bid, please contact:

Marti Marsh, Purchasing Officer  
(775) 684-0180

(TTY for the Hearing Impaired: 1-800-326-6868 and ask the relay agent to dial (775) 684-0180)

Company Name: Crafco, Inc.

Delivery (days ARO) 21 Payment Terms Net 30 Days

(The delivery information and payment terms above must also be entered into NevadaEPro. Failure to provide the information will cause the default delivery to be 15 days and payment terms of Net 45)

Minimum Order Requirement 1 pallet 2,250 Lbs

**1. PROJECT OVERVIEW**

The purpose of this solicitation is to obtain competitive pricing for single component, hot applied sealant (asphalt and ground rubber), single component, hot applied sealant for use in filling cracks in asphaltic road surfaces and for single component, hot applied, elastically modified crack sealers. Award may be made to multiple vendors. Price increases will not be allowed during term of the contract period. Contract period shall be from date of award through July 31, 2020. *This contract is primarily for use by the Nevada Department of Transportation; however, orders may be placed by the Nevada State Purchasing Division or other State agencies, Cities, Counties or political subdivisions should the need arise.*

**2. ITEM SPECIFICATION**

**THE SUCCESSFUL BIDDER SHALL FURNISH A CERTIFICATE OF COMPLIANCE WITH EACH DELIVERY.**

**CRACKFILLER-A:** SINGLE COMPONENT, HOT APPLIED, SEALANT (ASPHALT AND GROUND RUBBER) FOR USE IN FILLING CRACKS IN ASPHALTIC ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO ASPHALT RUBBER TYPE 1, TYPE 2 OR TYPE 4, (DEPENDING ON CLIMATIC ZONE); KOCH RUBBER ASPHALT PRODUCT 9000, MEGGISON MEGASEAL TYPE 1323, W.R. MEADOWS CR-90, DEERY AMERICAN CORPORATION 190 OR MAXWELL PRODUCTS ELASTOFLEX OR EQUIVALENT. **BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-A MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco, Inc. 34518

**CRACKSEALER-A IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
1	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	50	\$794.00
2	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$794.00
3	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$794.00
4	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$794.00
5	Yerington Maint. Sta., 306 N. Main St., Yerington, Nev.	100	\$794.00
6	Lovelock Maint. Sta., 976 Grinnel Ave., Lovelock, Nev.	100	\$794.00

**(CRACKSEALER-A CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
7	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$774.00
8	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$774.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
9	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$774.00
10	Austin Maint.Sta., US 50 LA MP 24.10	50	\$784.00

**CRACKFILLER-B:** SINGLE COMPONENT, HOT APPLIED, SEALANT FOR USE IN FILLING CRACKS IN ASPHALTIC ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO POLYFLEX TYPE 1, TYPE 2 OR TYPE 3; DEERY AMERICAN 180 AND 200 OR MAXWELL ELASTOFLEX 47. **BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-A MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34518

**CRACKSEALER-B IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
11	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$794.00
12	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$794.00
13	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$794.00
14	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$794.00
15	Yerington Maint. Sta., 306 N. Main St., Yerington Nev.	100	\$794.00
16	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock Nev.	100	\$794.00

**(CRACKSEALER-B CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
17	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$774.00
18	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$774.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
19	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$774.00
20	Austin Maint.Sta., US 50 LA MP 24.10	50	\$784.00

**CRACKFILLER-C:** SINGLE COMPONENT, HOT APPLIED, ELASTICALLY MODIFIED, CRACK SEALER FOR USE IN FILLING CRACKS IN ASPHALTIC OR CONCRETE ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO POLYFLEX TYPE 1, TYPE 2, OR TYPE 3; DEERY AMERICAN 180, 200 AND 220 OR MAXWELL ELASTOFLEX 47 OR ELASTOFLEX 55, DEPENDING ON CLIMATIC ZONE, OR EQUIVALENT. **BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-C MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34521

**CRACKSEALER-C IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT I ~ LAS VEGAS & TONOPAH**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
20	Panaca Maint.Sta.SR319 MP 2.00 Lincoln County	25	\$826.00
21	Alamo Maint. Sta.US93 MP 39.00 Lincoln Co.	25	\$830.00
22	Glendale Maint. Sta. IR 15 MP 93.91 Clark Co.	25	\$830.00
23	Indian Springs Maint Sta.154 Greta Lane Indian Springs, Clark Co.	25	\$838.00
24	L.V.Maint.Sta.123 E. Washington, Las Vegas, Nev.	150	\$833.00
25	Tonopah Maint. Sta. 805 Erie Main Tonopah, Nev.	150	\$839.00
26	Searchlight Maint. Sta., SR 164 MP 18.50 Clark County	25	\$838.00
27	LV Maint. Sta., South Yard 6610 Ullom Dr, Las VegasNV	150	\$833.00

**(CRACKSEALER-C CONT'D)**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
28	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$848.00
29	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$848.00
30	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$842.00
31	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$842.00
32	Yerington Maint. Sta., 306 N. Main St., Yerington, Nev.	100	\$848.00
33	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock, Nev.	100	\$842.00

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
34	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	200	\$828.00
35	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$828.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
36	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$828.00
37	Austin Maint.Sta., US 50 LA MP 24.10	50	\$832.00

**DISTRICT III ~ WINNEMUCCA**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
38	Winn. Maint.Sta.725 W.4 <sup>th</sup> St Humboldt Co.	75	\$832.00

**CRACKFILLER-D: SINGLE COMPONENT, HOT APPLIED, MODIFIED A.S.T.M. D-3405, LOW MODULUS, LOW APPLICATION TEMPERATURE SEALANT FOR USE IN FILLING CRACKS IN ASPHALTIC OR CONCRETE SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL IS TO BE KOCH FLEX 270; CRAFCO ROADSAYER 231 OR DEERY AMERICAN STRETCH 229 OR EQUIVALENT. BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-D MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34231 or Crafco 34221

**CRACKSEALER-D IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT I ~ LAS VEGAS & TONOPAH**

NO.	LOCATION	QUANTITY TONS	PRICE PER TON
39	Panaca Maint. Sta.SR319 MP 2.00 Lincoln County	25	\$872.00
40	Alamo Maint. Sta.US93 MP 39.00 Lincoln Co.	25	\$876.00
41	Glendale Maint. Sta. IR 15 MP 93.91 Clark Co.	25	\$874.00
42	Indian Springs Maint Sta.154 Greta Lane Indian Springs, Clark Co.	25	\$882.00
43	Searchlight Maint. Sta. SR164 MP 18.46 CL.CO.	25	\$882.00
44	LV Maint .Sta.123 E. Washington, Las Vegas, Nev.	150	\$877.00
45	Tonopah Maint. Sta., 805 Erie Main Tonopah, Nev.	150	\$890.00

**DISTRICT II ~ RENO/SPARKS**

NO.	LOCATION	QUANTITY TONS	PRICE PER TON
46	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$886.00
47	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$890.00
48	Fallon Maint.Sta.,888 Harrigan Rd., Fallon Nev.	200	\$886.00
49	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$886.00
50	Yerington Maint. Sta., 306 N. Main St., Yerington Nev.	100	\$890.00
51	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock Nev.	100	\$886.00

**(CRACKSEALER-D CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
52	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$863.00
53	Wells Maint. Sta. SR 233 MP 74.90 Elko Co.	100	\$866.00
54	Wendover Maint. Station, IR80 Exit 410	100	\$890.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
55	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$866.00
56	Austin Maint.Sta., US 50 LA MP 24.10	50	\$885.60

**DISTRICT III ~ WINNEMUCCA**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
57	Winn.Maint.Sta.725 W.4 <sup>th</sup> St. Humboldt Co.	75	\$885.60





# CERTIFICATE OF LIABILITY INSURANCE

4/30/2020 DATE (MM/DD/YYYY)  
6/27/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <span style="float: right;"><b>FAX</b> (A/C, No):</span> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> 1407257 Crafc0, Inc. 2829 Lakeland Drive Flowood MS 39232	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td><b>INSURER B :</b> National Fire and Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> ACE American Insurance Company	22667	<b>INSURER B :</b> National Fire and Marine Insurance Co	20079	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES**                      **CERTIFICATE NUMBER:** 14023457                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71231975	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25278975	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	42-UMO-302493-04	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C6588997	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

<b>CERTIFICATE HOLDER</b> 14023457 State of Nevada Department of Administration Purchasing Division 515 E. Musser St., Room 300 Carson City NV 89701	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

## Named Insured Schedule

Ergon, Inc.  
Ergon - West Virginia, Inc.  
Ergon Refining, Inc.  
Ergon BioFuels, LLC  
Ergon BioSciences, Inc.  
Ergon Asphalt & Emulsions, Inc.  
Crafco, Inc.  
Paragon Technical Services, Inc.  
Paving Maintenance Supply, Inc.  
Telfer Pavement Technologies, LLC  
Ergon Terminaling, Inc.  
Ergon Oil Purchasing, Inc.  
Ergon - Baton Rouge, Inc.  
Ergon - Ironton, LLC  
Ergon - Knoxville, Inc.  
Ergon - St. James, Inc.  
Ergon - Texas Pipeline, Inc.  
Ergon Acquisition Corp.  
Ergon Foundation, Inc.  
Ergon Securities, Inc.  
Big Valley, LLC  
Ergon Properties, Inc.  
ISO Panels, Inc.  
Magnolia Marine Transport Company  
Ergon Marine & Industrial Supply, Inc.  
Ergon Trucking, Inc.  
Diversified Technology, Inc.  
LLWR, LLC  
M & L Properties, LLC  
Mirror Lake Building, LLC  
Mirror Lake Land Company  
Pearl Street Parking LLC  
PruGON Properties LLC  
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.  
Ergon - Latin America, LLC

Ergon - Asia, Inc.  
Ergon Asia (Hong Kong) Limited  
Ergon Mexico S de R.L. de C.V.  
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)  
Bay Harbour Development, LLC  
Grand Harbour Development, LLC  
Specialty Process Fabricators, Inc.  
Ergon Energy Associates, LLC  
Ergon Energy Partners, LP  
Flowood Oil, LLC  
Ergon Exploration, Inc.  
Ergon Production, Inc.  
MSLATX Pipeline Company  
Kearney Park Farms, Inc.  
Lampton-Love, Inc.  
Lacox Propane Gas Company  
Blossman L. P. Gas Service, Inc.  
Harrell Gas, Inc.  
Lacox, Inc.  
Lampton-Love Gas Company  
Lampton-Love of Magee, Inc.  
Lampton-Love of Pelahatchie, Inc.  
Liquefied Petroleum Gas Management, Inc.  
Allgas, Inc.  
Allgas, Inc., of Montgomery  
Allgas, Inc., of TN  
Magnolia Gas, Inc.  
Natchez Butane, Inc.  
Petroleum Distributor of Jackson, Inc.  
Progas Inc.  
Southern Propane, Inc.  
Starkville L.P. Gas, Inc.  
Process Oils, Inc.  
Chemical Marketing Associates DBA Process Oils, Inc.  
Telfer Geosynthetics  
Telfer Highway Technologies, LLC  
Telfer Oil Company  
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC  
Bunge-Ergon Renewable Energy, LLC  
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)  
Ergon Asphalt Products, Inc.  
Lampton-Love Trucking, Inc.  
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)  
Pearl Street Properties, Inc. (Dissolved 08/11/2010)  
Solquim, C.A. (Sold March 2007)  
Flowood Properties LLC (Dissolved 01/23/2007)  
Georgia Emulsions, LLC (dissolved 10/21/2010)  
Bunge-Ergon Vicksburg, LLC  
Ergon Ethanol, Inc.  
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor  
Ergon Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC  
Copeland Coating Company, a Division of Crafcoc, Inc.  
Resinall Corporation

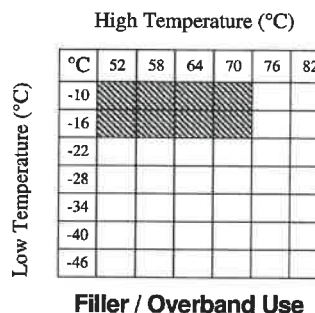
6165 W Detroit St. • Chandler AZ 85226  
 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513  
 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** CrafcO PolyFlex Type 2 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality CrafcO product for over 25 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 2 is applicable for Filler/Overband Use in moderate to hot climates with high and low pavement temperatures identified in the chart. Pavement temperatures for the project location are determined using FHWA LTPPBIND V 3.1 and sealant or filler use is determined following CrafcO Product Selection Procedures.

 Applicable Pavement Temperatures



**SPECIFICATION CONFORMANCE** The CrafcO recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Specification Limits
Cone Penetration (ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C) min
Ductility 77°F(25°C)(ASTM D113)	30cm min
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F (60°C), 5 h, (ASTM D5329)	3 mm max.
Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329)	500% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

**INSTALLATION** The unit weight of CrafcO PolyFlex Type 2 sealant is 10.5 lbs. per gallon (1.26kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

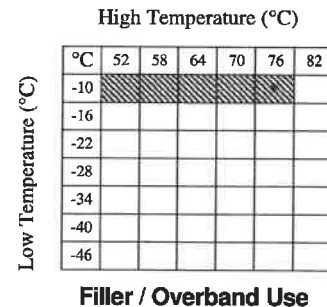
**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**

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**READ BEFORE USING THIS PRODUCT**

**GENERAL** CrafcO PolyFlex Type 3 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and Portland cement concrete pavements in warm to very hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. PolyFlex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. PolyFlex Type 3 has been a quality CrafcO product for over 25 years. Several states have adopted specifications based on the performance of PolyFlex Type 3. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 3 is applicable for Filler/Overband Use in warm to very hot climates with low and high pavement temperatures identified in the chart. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following CrafcO Product Selection Procedures.



**SPECIFICATION CONFORMANCE** The CrafcO recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

<u>Test</u>	<u>Recommended Specification</u>
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C), 5 h (ASTM D5329)	3 mm max
Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion, 1" (25.4 mm) thickness (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

**INSTALLATION** The unit weight of CrafcO PolyFlex Type 3 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

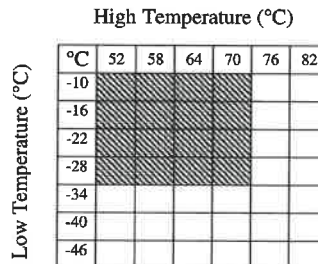
**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation**

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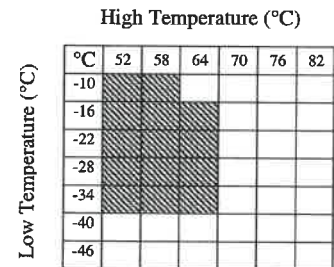
**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafcro RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in hot to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafcro product for over 30 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 221 is applicable for Sealant / Reservoir Use or Filler / Overband Use in hot to cold climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBird V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.



Sealant / Reservoir Use



Filler / Overband Use

**SPECIFICATION CONFORMANCE** RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

	<b>ASTM D6690 (AASHTO M324)</b>
	<b>Type II Spec. Limits</b>
<b>Test</b>	90 max.
Cone Penetration	176°F (80°C) min.
Softening Point	60% min.
Resilience	Pass 3 cycles
Bond, -20°F (-29°C), 50% ext.	Compatible
Asphalt Compatibility	380°F (193°C)
Minimum Application Temperature	400°F (204°C)
Maximum Heating Temperature	

**INSTALLATION** The unit weight of Crafcro RoadSaver 221 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in melttable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation.**

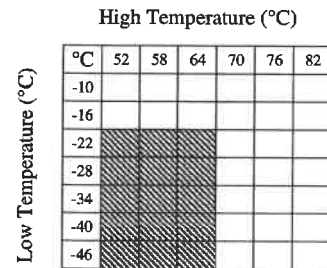


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**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafcro RoadSaver 231 sealant is a hot-applied, asphalt based product used to seal cracks and joints in asphalt or Portland cement concrete pavements in cold to very cold climates. RoadSaver 231 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound with high elongation capability at low temperatures, and resistance to flow during the summer. RoadSaver 231 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature it is free flowing and self-leveling. Due to its softness, RoadSaver 231 is not recommended for use as a crack sealant in parking lots or other areas with high levels of foot traffic. RoadSaver 231 has proven to be an exceptional performing sealant in very cold climates and has been a quality Crafcro product for over 30 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 231 is applicable for Sealant/Reservoir Use in cold to very cold climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.



 Applicable Pavement Temperatures

**Sealant / Reservoir Use**

**SPECIFICATION CONFORMANCE** RoadSaver 231 meets all requirements of ASTM D6690 (AASHTO M324), Type IV, "Joint and Crack Sealants, Hot-Applied for Concrete and Asphalt Pavements", and several state modified versions of ASTM D6690 Type IV.

<u>Test</u>	<u>ASTM D6690 (AASHTO M324), Type IV Limits</u>
Cone Penetration	90-150
Softening Point	176°F (80°C) min
Resilience	60% min
Bond, -20°F, (-29°C) 200% ext	Pass 3 cycles
Asphalt Compatibility	Pass
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

**INSTALLATION** The unit weight of Crafcro RoadSaver 231 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation**

**COPY**

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Steve Sisolak  
Governor

Deonne E. Contine  
Director

Kevin D. Doty  
Administrator

**THE NEVADA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR  
ONE YEAR OPEN TERM CONTRACT FOR CRACKFILLER**

**INVITATION TO BID NO. 80DOT-S759**

**F.O.B. Nevada Department of Transportation Maintenance Stations, Statewide as Indicated**

Requisition No. OTC

For additional information or to obtain a copy of this Invitation to Bid, please contact:

Marti Marsh, Purchasing Officer  
(775) 684-0180

(TTY for the Hearing Impaired: 1-800-326-6868 and ask the relay agent to dial (775) 684-0180)

Company Name: Crafco, Inc.

Delivery (days ARO) 21 Payment Terms Net 30 Days

(The delivery information and payment terms above must also be entered into NevadaEPro. Failure to provide the information will cause the default delivery to be 15 days and payment terms of Net 45)

Minimum Order Requirement 1 pallet 2,250 Lbs

**1. PROJECT OVERVIEW**

The purpose of this solicitation is to obtain competitive pricing for single component, hot applied sealant (asphalt and ground rubber), single component, hot applied sealant for use in filling cracks in asphaltic road surfaces and for single component, hot applied, elastically modified crack sealers. Award may be made to multiple vendors. Price increases will not be allowed during term of the contract period. Contract period shall be from date of award through July 31, 2020. *This contract is primarily for use by the Nevada Department of Transportation; however, orders may be placed by the Nevada State Purchasing Division or other State agencies, Cities, Counties or political subdivisions should the need arise.*

**2. ITEM SPECIFICATION**

**THE SUCCESSFUL BIDDER SHALL FURNISH A CERTIFICATE OF COMPLIANCE WITH EACH DELIVERY.**

**CRACKFILLER-A:** SINGLE COMPONENT, HOT APPLIED, SEALANT (ASPHALT AND GROUND RUBBER) FOR USE IN FILLING CRACKS IN ASPHALTIC ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO ASPHALT RUBBER TYPE 1, TYPE 2 OR TYPE 4, (DEPENDING ON CLIMATIC ZONE); KOCH RUBBER ASPHALT PRODUCT 9000, MEGGISON MEGASEAL TYPE 1323, W.R. MEADOWS CR-90, DEERY AMERICAN CORPORATION 190 OR MAXWELL PRODUCTS ELASTOFLEX OR EQUIVALENT. **BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-A MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco, Inc. 34518

**CRACKSEALER-A IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
1	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	50	\$794.00
2	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$794.00
3	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$794.00
4	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$794.00
5	Yerington Maint. Sta., 306 N. Main St., Yerington, Nev.	100	\$794.00
6	Lovelock Maint. Sta., 976 Grinnel Ave., Lovelock, Nev.	100	\$794.00

**(CRACKSEALER-A CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
7	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$774.00
8	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$774.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
9	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$774.00
10	Austin Maint.Sta., US 50 LA MP 24.10	50	\$784.00

**CRACKFILLER-B: SINGLE COMPONENT, HOT APPLIED, SEALANT FOR USE IN FILLING CRACKS IN ASPHALTIC ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO POLYFLEX TYPE 1, TYPE 2 OR TYPE 3; DEERY AMERICAN 180 AND 200 OR MAXWELL ELASTOFLEX 47. BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-A MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34518

**CRACKSEALER-B IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
11	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$794.00
12	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$794.00
13	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$794.00
14	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$794.00
15	Yerington Maint. Sta., 306 N. Main St., Yerington Nev.	100	\$794.00
16	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock Nev.	100	\$794.00

**(CRACKSEALER-B CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
17	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$774.00
18	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$774.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
19	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$774.00
20	Austin Maint.Sta., US 50 LA MP 24.10	50	\$784.00

**CRACKFILLER-C:** SINGLE COMPONENT, HOT APPLIED, ELASTICALLY MODIFIED, CRACK SEALER FOR USE IN FILLING CRACKS IN ASPHALTIC OR CONCRETE ROAD SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL SHALL BE CRAFCO POLYFLEX TYPE 1, TYPE 2, OR TYPE 3; DEERY AMERICAN 180, 200 AND 220 OR MAXWELL ELASTOFLEX 47 OR ELASTOFLEX 55, DEPENDING ON CLIMATIC ZONE, OR EQUIVALENT. **BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-C MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34521

**CRACKSEALER-C IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT I ~ LAS VEGAS & TONOPAH**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
20	Panaca Maint.Sta.SR319 MP 2.00 Lincoln County	25	\$826.00
21	Alamo Maint. Sta.US93 MP 39.00 Lincoln Co.	25	\$830.00
22	Glendale Maint. Sta. IR 15 MP 93.91 Clark Co.	25	\$830.00
23	Indian Springs Maint Sta.154 Greta Lane Indian Springs, Clark Co.	25	\$838.00
24	L.V.Maint.Sta.123 E. Washington, Las Vegas, Nev.	150	\$833.00
25	Tonopah Maint. Sta. 805 Erie Main Tonopah, Nev.	150	\$839.00
26	Searchlight Maint. Sta., SR 164 MP 18.50 Clark County	25	\$838.00
27	LV Maint. Sta., South Yard 6610 Ullom Dr, Las VegasNV	150	\$833.00

**(CRACKSEALER-C CONT'D)**

**DISTRICT II ~ RENO/SPARKS**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
28	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$848.00
29	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$848.00
30	Fallon Maint.Sta.,888 Harrigan Rd. Fallon Nev.	200	\$842.00
31	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$842.00
32	Yerington Maint. Sta., 306 N. Main St., Yerington, Nev.	100	\$848.00
33	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock, Nev.	100	\$842.00

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
34	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	200	\$828.00
35	Wells Maint. Station, Wells Ave. & 5 <sup>th</sup> Street, Wells NV	100	\$828.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
36	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$828.00
37	Austin Maint.Sta., US 50 LA MP 24.10	50	\$832.00

**DISTRICT III ~ WINNEMUCCA**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
38	Winn. Maint.Sta.725 W.4 <sup>th</sup> St Humboldt Co.	75	\$832.00

**CRACKFILLER-D: SINGLE COMPONENT, HOT APPLIED, MODIFIED A.S.T.M. D-3405, LOW MODULUS, LOW APPLICATION TEMPERATURE SEALANT FOR USE IN FILLING CRACKS IN ASPHALTIC OR CONCRETE SURFACES THROUGHOUT THE STATE OF NEVADA. MATERIAL IS TO BE KOCH FLEX 270; CRAFCO ROADSaver 231 OR DEERY AMERICAN STRETCH 229 OR EQUIVALENT. BIDDERS BIDDING ON ALTERNATIVE PRODUCTS FOR CRACKFILLER-D MUST SUBMIT WITH THE BID, DOCUMENTATION THAT THE MATERIAL BEING BID POSSESSES SIMILAR PHYSICAL PROPERTIES AND PROVIDES EQUAL OR SUPERIOR PERFORMANCE TO THE BRAND SPECIFIED.**

Specify Mfr. & No. Crafco 34231 or Crafco 34221

**CRACKSEALER-D IS TO BE DELIVERED TO THE FOLLOWING LOCATIONS. QUANTITIES ARE ESTIMATES ONLY.**

**DISTRICT I ~ LAS VEGAS & TONOPAH**

NO.	LOCATION	QUANTITY TONS	PRICE PER TON
39	Panaca Maint. Sta.SR319 MP 2.00 Lincoln County	25	\$872.00
40	Alamo Maint. Sta.US93 MP 39.00 Lincoln Co.	25	\$876.00
41	Glendale Maint. Sta. IR 15 MP 93.91 Clark Co.	25	\$874.00
42	Indian Springs Maint Sta.154 Greta Lane Indian Springs, Clark Co.	25	\$882.00
43	Searchlight Maint. Sta. SR164 MP 18.46 CL.CO.	25	\$882.00
44	LV Maint .Sta.123 E. Washington, Las Vegas, Nev.	150	\$877.00
45	Tonopah Maint. Sta., 805 Erie Main Tonopah, Nev.	150	\$890.00

**DISTRICT II ~ RENO/SPARKS**

NO.	LOCATION	QUANTITY TONS	PRICE PER TON
46	Reno Maint.Sta.,310 Galletti Way, Sparks Nev.	200	\$886.00
47	Carson City Maint.Sta.,1263 South Stewart St. Carson City, Nev.	25	\$890.00
48	Fallon Maint.Sta.,888 Harrigan Rd., Fallon Nev.	200	\$886.00
49	Fernley Maint. Sta., SR 427 LY MP 1.00	200	\$886.00
50	Yerington Maint. Sta., 306 N. Main St., Yerington Nev.	100	\$890.00
51	Lovelock Maint. Sta., 976 Grinnel Ave. Lovelock Nev.	100	\$886.00



**(CRACKSEALER-D CONT'D)**

**DISTRICT III ~ ELKO**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
52	Elko Maint.Sta.,1951 Idaho St., Elko, Nev.	100	\$863.00
53	Wells Maint. Sta. SR 233 MP 74.90 Elko Co.	100	\$866.00
54	Wendover Maint. Station, IR80 Exit 410	100	\$890.00

**DISTRICT III ~ ELY**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
55	Ely Maint.Sta.,1401 Avenue "F" Ely, Nev.	150	\$866.00
56	Austin Maint.Sta., US 50 LA MP 24.10	50	\$885.60

**DISTRICT III ~ WINNEMUCCA**

<b>NO.</b>	<b>LOCATION</b>	<b>QUANTITY TONS</b>	<b>PRICE PER TON</b>
57	Winn.Maint.Sta.725 W.4 <sup>th</sup> St. Humboldt Co.	75	\$885.60



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2020

DATE (MM/DD/YYYY)

6/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C No. Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> ACE American Insurance Company		22667
<b>INSURER B:</b> National Fire and Marine Insurance Co		20079
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 1407257 Crafc0, Inc.  
 2829 Lakeland Drive  
 Flowood MS 39232

**COVERAGES**                      **CERTIFICATE NUMBER:** 14023457                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71231975	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25278975	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	42-UMO-302493-04	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65889997	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

**CERTIFICATE HOLDER**

14023457  
 State of Nevada  
 Department of Administration  
 Purchasing Division  
 515 E. Musser St., Room 300  
 Carson City NV 89701

**CANCELLATION** See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

## Named Insured Schedule

Ergon, Inc.  
Ergon - West Virginia, Inc.  
Ergon Refining, Inc.  
Ergon BioFuels, LLC  
Ergon BioSciences, Inc.  
Ergon Asphalt & Emulsions, Inc.  
Crafco, Inc.  
Paragon Technical Services, Inc.  
Paving Maintenance Supply, Inc.  
Telfer Pavement Technologies, LLC  
Ergon Terminaling, Inc.  
Ergon Oil Purchasing, Inc.  
Ergon - Baton Rouge, Inc.  
Ergon - Ironton, LLC  
Ergon - Knoxville, Inc.  
Ergon - St. James, Inc.  
Ergon - Texas Pipeline, Inc.  
Ergon Acquisition Corp.  
Ergon Foundation, Inc.  
Ergon Securities, Inc.  
Big Valley, LLC  
Ergon Properties, Inc.  
ISO Panels, Inc.  
Magnolia Marine Transport Company  
Ergon Marine & Industrial Supply, Inc.  
Ergon Trucking, Inc.  
Diversified Technology, Inc.  
LLWR, LLC  
M & L Properties, LLC  
Mirror Lake Building, LLC  
Mirror Lake Land Company  
Pearl Street Parking LLC  
PruGON Properties LLC  
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.  
Ergon - Latin America, LLC

Ergon - Asia, Inc.  
Ergon Asia (Hong Kong) Limited  
Ergon Mexico S de R.L. de C.V.  
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)  
Bay Harbour Development, LLC  
Grand Harbour Development, LLC  
Specialty Process Fabricators, Inc.  
Ergon Energy Associates, LLC  
Ergon Energy Partners, LP  
Flowood Oil, LLC  
Ergon Exploration, Inc.  
Ergon Production, Inc.  
MSLATX Pipeline Company  
Kearney Park Farms, Inc.  
Lampton-Love, Inc.  
Lacox Propane Gas Company  
Blossman L. P. Gas Service, Inc.  
Harrell Gas, Inc.  
Lacox, Inc.  
Lampton-Love Gas Company  
Lampton-Love of Magee, Inc.  
Lampton-Love of Pelahatchie, Inc.  
Liquefied Petroleum Gas Management, Inc.  
Allgas, Inc.  
Allgas, Inc., of Montgomery  
Allgas, Inc., of TN  
Magnolia Gas, Inc.  
Natchez Butane, Inc.  
Petroleum Distributor of Jackson, Inc.  
Progas Inc.  
Southern Propane, Inc.  
Starkville L.P. Gas, Inc.  
Process Oils, Inc.  
Chemical Marketing Associates DBA Process Oils, Inc.  
Telfer Geosynthetics  
Telfer Highway Technologies, LLC  
Telfer Oil Company  
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC  
Bunge-Ergon Renewable Energy, LLC  
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)  
Ergon Asphalt Products, Inc.  
Lampton-Love Trucking, Inc.  
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)  
Pearl Street Properties, Inc. (Dissolved 08/11/2010)  
Solquim, C.A. (Sold March 2007)  
Flowood Properties LLC (Dissolved 01/23/2007)  
Georgia Emulsions, LLC (dissolved 10/21/2010)  
Bunge-Ergon Vicksburg, LLC  
Ergon Ethanol, Inc.  
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor  
Ergon Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC  
Copeland Coating Company, a Division of Crafc0, Inc.  
Resinall Corporation

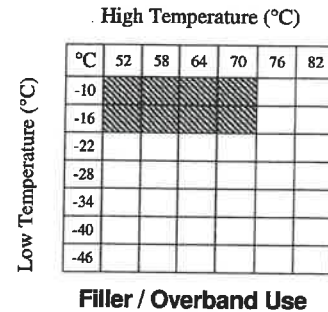
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**READ BEFORE USING THIS PRODUCT**

**GENERAL** CrafcO PolyFlex Type 2 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality CrafcO product for over 25 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 2 is applicable for Filler/Overband Use in moderate to hot climates with high and low pavement temperatures identified in the chart. Pavement temperatures for the project location are determined using FHWA LTPPBind V 3.1 and sealant or filler use is determined following CrafcO Product Selection Procedures.

 Applicable Pavement Temperatures



**SPECIFICATION CONFORMANCE** The CrafcO recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Specification Limits
Cone Penetration (ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200 °F (93 °C) min
Ductility 77 °F(25 °C)(ASTM D113)	30cm min
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 20 °F (-7 °C)
Flow, 140 °F (60 °C), 5 h, (ASTM D5329)	3 mm max.
Viscosity, 400 °F (204 °C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329)	500% min.
Maximum Heating Temperature	400 °F (204 °C)
Minimum Application Temperature	380 °F (193 °C)

**INSTALLATION** The unit weight of CrafcO PolyFlex Type 2 sealant is 10.5 lbs. per gallon (1.26kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

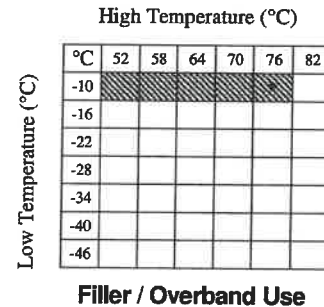
**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**

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**READ BEFORE USING THIS PRODUCT**

**GENERAL** CrafcO PolyFlex Type 3 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and Portland cement concrete pavements in warm to very hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. PolyFlex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. PolyFlex Type 3 has been a quality CrafcO product for over 25 years. Several states have adopted specifications based on the performance of PolyFlex Type 3. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 3 is applicable for Filler/Overband Use in warm to very hot climates with low and high pavement temperatures identified in the chart. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following CrafcO Product Selection Procedures.



**SPECIFICATION CONFORMANCE** The CrafcO recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

<u>Test</u>	<u>Recommended Specification</u>
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210 °F (99 °C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 30 °F (-1 °C)
Flow 140 °F (60 °C), 5 h (ASTM D5329)	3 mm max
Viscosity, 400 °F (204 °C) (ASTM D2869)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion, 1" (25.4 mm) thickness (ASTM D5329)	400% min.
Maximum Heating Temperature	400 °F (204 °C)
Minimum Application Temperature	380 °F (193 °C)

**INSTALLATION** The unit weight of CrafcO PolyFlex Type 3 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation**

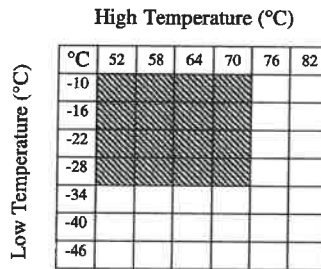


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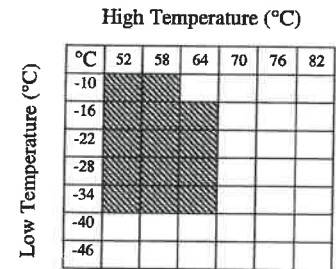
**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafcro RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in hot to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafcro product for over 30 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 221 is applicable for Sealant / Reservoir Use or Filler / Overband Use in hot to cold climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBIND V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.



**Sealant / Reservoir Use**



**Filler / Overband Use**

**SPECIFICATION CONFORMANCE** RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.

**Test**

- Cone Penetration
- Softening Point
- Resilience
- Bond, -20°F (-29°C), 50% ext.
- Asphalt Compatibility
- Minimum Application Temperature
- Maximum Heating Temperature

**ASTM D6690 (AASHTO M324)**

**Type II Spec. Limits**

- 90 max.
- 176 °F (80 °C) min.
- 60% min.
- Pass 3 cycles
- Compatible
- 380 °F (193 °C)
- 400 °F (204 °C)

**INSTALLATION** The unit weight of Crafcro RoadSaver 221 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

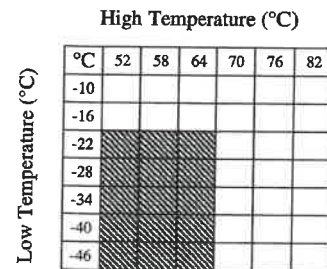
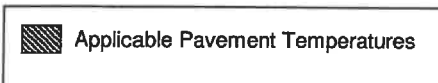
**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation.**

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 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513  
 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Crafcro RoadSaver 231 sealant is a hot-applied, asphalt based product used to seal cracks and joints in asphalt or Portland cement concrete pavements in cold to very cold climates. RoadSaver 231 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound with high elongation capability at low temperatures, and resistance to flow during the summer. RoadSaver 231 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature it is free flowing and self-leveling. Due to its softness, RoadSaver 231 is not recommended for use as a crack sealant in parking lots or other areas with high levels of foot traffic. RoadSaver 231 has proven to be an exceptional performing sealant in very cold climates and has been a quality Crafcro product for over 30 years. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver 231 is applicable for Sealant/Reservoir Use in cold to very cold climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBIND V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.



**Sealant / Reservoir Use**

**SPECIFICATION CONFORMANCE** RoadSaver 231 meets all requirements of ASTM D6690 (AASHTO M324), Type IV, "Joint and Crack Sealants, Hot-Applied for Concrete and Asphalt Pavements", and several state modified versions of ASTM D6690 Type IV.

<u>Test</u>	<u>ASTM D6690 (AASHTO M324), Type IV Limits</u>
Cone Penetration	90-150
Softening Point	176°F (80°C) min
Resilience	60% min
Bond, -20°F, (-29°C) 200% ext	Pass 3 cycles
Asphalt Compatibility	Pass
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

**INSTALLATION** The unit weight of Crafcro RoadSaver 231 is 10.5 lbs. per gallon (1.26 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation**

## **ADDITIONAL REQUIREMENTS**

- 1) The successful bidder(s) shall furnish a certificate of compliance with each delivery.
- 2) The State of Nevada, Division of Purchasing, reserves the right to reject any or all proposals, or to accept the proposal or combination of proposals deemed to be in the best interest of the State of Nevada.
- 3) Contract may be cancelled for cause by fifteen (15) days written notice by either party to the other. Cause shall be defined as change in manufacturer's price to the general public, increase in freight rates, poor delivery, etc.
- 4) Price increases WILL NOT be honored during the initial year of the contract. Any vendor awarded a contract as a result of this bid who feels, because of price increases from their supplier, they cannot honor a price, must notify State Purchasing in writing, requesting their contract be cancelled. The State of Nevada will then obtain the product from the next lowest bidder.
- 5) Purchase orders issued as a result of this bid will be processed for payment by the Nevada Department of Transportation as each order is delivered and invoiced complete. Purchases will be made by the using agency by issuing an Asphalt Purchase Requisition (or equal paperwork) to the vendor for each delivery at the time it is made. Invoices shall be sent direct to the district engineer in each district attached to the corresponding purchase order and shall be paid direct to the vendor by the using agency. Invoices shall show the REQUISITION OR PURCHASE ORDER NUMBER AND THE DELIVERY TICKET NUMBER.
- 6) If bid is on other than brands specified, bidder is required to contact Anita Bush, NDOT, (775) 888-7050, to arrange for testing of material. Material shall be furnished at no charge to the State of Nevada. In the event NDOT is unable to complete the testing and evaluation process within 10 days after bid opening date, product will be considered for acceptance on future bids only.
- 7) Quantities specified hereinbefore are approximate estimates of usage only; therefore, the State of Nevada, Division of Purchasing OR the Department of Transportation, SHALL NOT be obligated in any way whatsoever implied or otherwise to a definite quantity during the entire period of the contract.
- 8) This contract is primarily for use by the Nevada Department of Transportation, however, orders may be placed by the Nevada State Purchasing Division or other State agencies, Cities, Counties or political subdivisions should the need arise.
- 9) ADHERANCE TO SPECIFICATIONS: Deviations to any of the requirements set forth in this bid shall be stated on a separate sheet and attached to this bid. Unless so stated by the bidder, the State of Nevada shall assume that all requirements have been met and shall hold the bidder to each part of the specification.
- 10) Bidder is required to submit descriptive data or printed specifications describing products bidding. Failure to comply with this request may be cause for non-acceptance of bid.

- 11) Contractor, in bidding on and in the performance of this contract, shall be solely responsible for complying with all laws, including but not limited to, codes, statutes, regulations and ordinances of the City, County, State and Federal governments.
- 12) No proposal will be considered unless accompanied by a Commercial General Liability Insurance policy in the amount of \$1,000,000.00 per occurrence, and maintained for the duration of this contract, for bodily injury, property damage, including but not limited to personal injury, sickness, disease or death or damage to or destruction of the property of persons arising directly or indirectly out of or in connection with the performance under this contract by the Contractor, his agents, representatives, employees, or subcontractors. The policies are to contain or be endorsed to contain, the following provisions:
  1. The State of Nevada, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor and said coverage shall contain no special limitations on the scope of protection afforded the State.
  2. The Contractor's insurance coverage shall be the primary insurance as respects the State. Any insurance maintained by the State shall be excess and shall not contribute with the primary.
  3. The insurance companies that provide Commercial General Liability coverage shall waive their rights of subrogation against the additional insured, the State of Nevada, its elected or appointed officers, officials, agents and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the State of Nevada.
  4. Each policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior notice to the State of Nevada.
  5. Nothing contained in these requirements is to be construed as limiting the extent of the Contractor's total responsibility for payment of claims arising from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this contract.
  6. The State of Nevada is not liable for the payment of any deductibles or assessments on any insurance policies purchased by the Contractor.
- 13) For purposes of addressing questions concerning this solicitation, the sole contact will be the Purchasing Division's designee. Upon issuance of this solicitation, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this request with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

## BID SUBMITTAL INSTRUCTIONS

- 1) Vendors shall submit their proposals by using Create Quote through the State electronic procurement website at <https://NevadaEPro.com> in accordance with the instructions below. Hard copy submittals will no longer be accepted.
- 2) Refer to *Instructions for Vendors Responding to Bids* in the Important Links section on the landing page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro.
- 3) Using “Create Quote” in NevadaEPro, vendors shall upload one (1) complete PDF or Word version of their bid response clearly marked “ORIGINAL” to the Attachments tab in NevadaEPro along with a second copy clearly marked “COPY” used for distribution to bidders in attendance at the bid opening. The copy must include the first page from the vendor’s original/master copy and the corresponding pages for which the vendor is submitting pricing.

Go off of best years



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, NV 89701  
Phone: 775-684-0170 | Fax: 775-684-0188

THE NEVADA STATE PURCHASING DIVISION

STANDARD TERMS AND CONDITIONS FOR COMMODITIES

1. REQUIREMENTS

- 1.1 A Nevada based business may apply for a five percent (5%) preference on its Quote. A Nevada based business is defined as a business which certifies that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the Quote price. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. **To claim this preference a business must submit a letter with its Quote showing it qualifies for the preference.**
- 1.2 Bidders are especially cautioned to recheck Quote prices for errors prior to submitting Quote as changes in Quote prices after opening date and hour of Bid Solicitation due to an error shall not be permitted or accepted. Bidders shall be required to furnish equipment at Quote price or prices or be penalized by being removed from bidders' list for a period of one year.
- 1.3 Equipment shall be *new* only; used, refurbished, demo, prototype or gray market equipment shall not be accepted.
- 1.4 Bidders are required to submit descriptive data or printed specifications describing items bidding. Failure to comply with this request may be cause for non-acceptance of Quote.
- 1.5 *Brand Names*: Unless otherwise stated "**No Exceptions**", brand names mentioned in these specifications are for reference only and are intended for the purpose of assisting in describing the need, use, and quality of the item. Bidders shall identify any alternate item(s) and it is the State's prerogative to either accept or reject any alternative item(s).
- 1.6 Proof, satisfactory to the State, shall be provided by bidders to show that any alternate article is equal to, or exceeds the Bid Solicitation specifications in design and performance. Complete and detailed comparative documentation for equipment other than requested in this Bid Solicitation is **required** to be submitted as an attachment with the Quote. Equivalent items may be subject to performance testing.
- 1.7 For purposes of addressing questions concerning this Bid Solicitation, the sole contact shall be the Purchasing Division's designee. Upon issuance of this Bid Solicitation,

employees and representatives of the agencies identified herein shall not answer questions or otherwise discuss the contents of this request with any prospective bidders or their representatives. Failure to observe this restriction may result in disqualification of any Quote. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

## **2. PAYMENT**

- 2.1** Prices offered in Quotes are an irrevocable offer for the term of the Contract/Purchase Order and any Contract/Purchase Order extensions.
- 2.2** The State generally pays within 30-45 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this Bid Solicitation electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 2.3** Prompt payment discount periods equal to (or greater than) 30 calendar days shall receive consideration and Quote pricing shall be reduced (for evaluation purposes only) by the amount of that discount(s).
- 2.4** The Quote price is for the specified delivery, and, unless otherwise specified in the Contract/Purchase Order, is Free on Board (FOB) Destination, freight prepaid to the delivery address. FOB requires the seller to, at its own expense and risk, transport the goods to the destination and there tender delivery of them in the manner provided in NRS 104.2503. Unless otherwise specified in the Contract/Purchase Order, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide the Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract/Purchase Order, payment shall be made in accordance with Nevada law to the Vendor.
- 2.5** The State requests Manufacturer's Suggested Retail Prices (MSRP) in effect at the time of Quote submittal for internal statistical purposes.
- 2.6** Purchasing Card Acceptance

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the State contracted purchasing card to facilitate small dollar purchases. While at the present time it is not mandatory that a Vendor accept credit card purchases; bidders are encouraged to consider this alternate payment process. The current card available for State agency use is a MasterCard product.

## **3. BID SOLICITATION, EVALUATION AND AWARD PROCESS**

- 3.1** This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 3.2** Quotes shall conform to all terms, conditions and specifications in this Bid Solicitation.

3.3 Vendor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA) as may be amended, and certifies that all items furnished and purchased under this order shall conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Vendor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

3.4 Pursuant to NRS Chapter 613 in connection with the performance of work under this Contract/Purchase Order, the Vendor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

The Vendor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

3.6 Every Contract/Purchase Order or order for goods shall be awarded to the lowest responsible bidder (*Refer to NRS 333.340(1)*). To determine the lowest responsible bidder, the Purchasing Division may consider:

3.6.1 The location of the using agency to be supplied;

3.6.2 The qualities of the articles to be supplied;

3.6.3 The total cost of ownership of the articles to be supplied;

3.6.4 The conformity of the articles to be supplied with the specifications;

3.6.5 The purposes for which the articles to be supplied are required; and

3.6.6 The dates of delivery of the articles to be supplied.

The Purchasing Division shall not be obligated to accept low bid, but shall make an award in the best interest of the State after all factors have been evaluated (*Refer to NRS 333.300(2)*).

3.6.7 When the Bid Solicitation includes a statement that Quotes for alternative articles shall be considered, alternative articles shall be considered in as much as they are determined to:

3.6.7.1 Meet or exceed the specifications of the article listed in the original Bid Solicitation;

3.6.7.2 The purchase of the alternative article results in a lower price; and

3.6.7.3 The Administrator or designee deems the purchase of the alternative article to be in the best interests of the State.



- 3.7** For the purpose of awarding a formal Contract/Purchase Order solicited in accordance NRS 333.300(2), if
- 3.7.1** A local business owned and operated by a veteran with a service-connected disability submits a Quote or proposal for a Contract/Purchase Order for which the estimated cost is more than \$50,000 but no more than \$250,000 and is a responsive and responsible bidder, the Quote or proposal shall be deemed to be five (5%) percent lower than the Quote or proposal actually submitted.
  - 3.7.2** A local business owned and operated by a veteran with a service-connected disability which is determined to be 50 percent or more by the United States Department of Veterans Affairs submits a Quote or proposal for a Contract/Purchase Order for which the estimated cost is more than \$250,000 but less than \$500,000 and is a responsive and responsible bidder, the Quote or proposal shall be deemed to be five (5%) percent lower than the Quote or proposal actually submitted.
  - 3.7.3** The preferences described above may not be combined with any other preference.
- 3.8** NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable Quote received in response to this Bid Solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
- 3.9** Quotes may be withdrawn by written or facsimile notice received prior to the Bid Solicitation opening time. Withdrawals received after the Bid Solicitation opening time shall not be considered except as authorized by NRS 333.350(3).
- 3.10** The State reserves the right to alter, amend, or modify any provisions of this Bid Solicitation, or to withdraw this Bid Solicitation, at any time prior to the award of a Contract/Purchase Order pursuant hereto, if it is in the best interest of the State to do so.
- 3.11** Any unsuccessful bidders may file an appeal in strict compliance with NRS 333.370.
- 3.12** The Legislature, the Supreme Court, the Nevada Wing of the Civil Air Patrol (NRS 333.469), the Nevada System of Higher Education (NRS 333.470) and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any Contract/Purchase Order resulting from this Bid Solicitation and any local government may join or use any Contract/Purchase Order resulting from this Bid Solicitation subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any Contract/Purchase Order resulting from this Bid Solicitation.

- 3.13** A Vendor who enters into a Contract/Purchase Order with the State of Nevada and who sells tangible personal property in the State of Nevada is required to obtain a permit in accordance with NRS 372.125, and required to collect and pay the taxes imposed by law on the sale of tangible personal property in this State.
- 3.14** When applicable, submission of a Quote shall include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the bidder's standard contract language. A review of these documents shall be necessary to determine if a Quote is in the best interest of the State.
- 3.15** *Subcontractor:* Third party, not directly employed by the Vendor, who shall provide goods and/or services identified in this Bid Solicitation. This does not include third parties who provide support or incidental services to the Vendor.
- 3.16** *Proprietary Information:* Any trade secret or confidential business information that is contained in a Quote submitted on a particular Contract. Refer NRS 333.020(5) (a); NRS 333.333.
- 3.17** *Public Record:* All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. Refer to NRS 333.333; NRS 600A.030(5).
- 3.18** *Trade Secret:* Information including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Refer to NRS 600A.030(5).
- 3.19** In accordance with NRS 333.350(1), a contract may be awarded for separate items, portions or groups of items in the best interests of the State, as required.
- 3.20** *Vendor Authorization:* By submitting a Quote the Vendor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the State of Nevada. The Vendor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract shall not violate any provision of law, or any of the Vendor's governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by the Vendor and its delivery to the State have been duly authorized by the board of directors or managing agents of the Vendor and no further action is necessary on the Vendor's part to make the Contract valid and binding on the Vendor in accordance with its terms. The Vendor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the State of Nevada or any other governmental entity in Nevada.

#### **4. TERMS AND CONDITIONS FOR PURCHASE OF GOODS**

- 4.1 *Goods:* As defined in NRS 104.2105, and as specifically identified in this Bid Solicitation.
- 4.2 *Purchase Order:* Buyer-generated document that authorizes a purchase transaction. It sets forth the descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller. When accepted by the seller, it becomes a contract binding on both parties; also called order.
- 4.3 *Incorporated Documents:* The Contract/Purchase Order shall consist of this Bid Solicitation, any amendments to this Bid Solicitation if applicable, the Vendor Quote and all documentation contained therein, together with any subsequently issued Purchase Order(s) executed by a person with full power and authority to issue same on behalf of the State. A Vendor Quote shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in the Contract/Purchase Order.
- 4.4 *Notice:* Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract/Purchase Order shall be in writing and shall be deemed to have been duly given if delivered via email, personally in hand, by telephonic facsimile, regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

#### 4.5 **TERMINATION:**

- 4.5.1 *Termination Without Cause:* Any discretionary or vested right of renewal notwithstanding, this Contract/Purchase Order may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- 4.5.2 *State Termination for Nonappropriation:* The continuation of the Contract/Purchase Order beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate the Contract/Purchase Order, and the Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- 4.5.3 *Cause Termination for Default or Breach:* A default or breach may be declared with or without termination. The Contract/Purchase Order may be terminated by either party upon written notice of default or breach to the other party as follows:
- 4.5.3.1 If the Vendor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by the Contract/Purchase Order within the time requirements specified in the Contract/Purchase Order or within any granted extension of those time requirements; or
- 4.5.3.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the Vendor to provide the goods or services

required by the Contract/Purchase Order is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

4.5.3.3 If the Vendor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

4.5.3.4 If the State materially breaches any material duty under the Contract/Purchase Order and any such breach impairs the Vendor's ability to perform; or

4.5.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the State of Nevada with a view toward securing a Contract/Purchase Order or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Contract/Purchase Order; or

4.5.3.6 If it is found by the State that the Vendor has failed to disclose any material conflict of interest relative to the performance of the Contract/Purchase Order.

4.5.4 *Time to Correct:* Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 4.4, Notice** and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

4.5.5 *Winding Up Affairs Upon Termination:* In the event of termination of the Contract/Purchase Order for any reason, the parties agree that the provisions of this paragraph survive termination:

4.5.5.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under the Contract/Purchase Order. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

4.5.5.2 The Vendor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.

#### **4.6 REPRESENTATIONS AND WARRANTIES:**

The Vendor represents and warrants to the State:

4.6.1 *Bid Representations:* All statements made by the Vendor on any application, Quote, proposal, offer, financial statement, or other document used by the Vendor

to induce the State to enter into the Contract/Purchase Order are true, correct, complete, and omit no information which would render them misleading.

- 4.6.2 *Use of Broker:* The Vendor agrees to indemnify the State from any damage, liability, or expense that it may suffer as a result of any claim of a broker or other finder with whom it is determined that the Vendor has dealt in connection with the transactions contemplated under the Contract/Purchase Order.
- 4.6.3 *Express Warranties:* For the period specified in the Contract/Purchase Order, Vendor warrants and represents each of the following with respect to any goods provided under the Contract/Purchase Order:
- 4.6.3.1 *Fitness for Particular Purpose:* The goods shall be fit and sufficient for the particular purpose set forth in the Contract/Purchase Order.
- 4.6.3.2 *Fitness for Ordinary Use:* The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract/Purchase Order are ordinarily intended for use in general government administration and operations.
- 4.6.3.3 *Merchantable, Good Quality, No Defects:* The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
- 4.6.3.4 *Conformity:* The goods shall conform to the standards, specifications and descriptions set forth in the Contract/Purchase Order. If the Vendor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and shall be identified by the word "sample" and Vendor's name.
- 4.6.3.5 *Uniformity:* The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
- 4.6.3.6 *Packaging and Labels:* The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, Occupational Safety and Health Administration material safety data sheets and shall conform to all statements made on the label.
- 4.6.3.7 *Full Warranty:* The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act, 15 U.S.C. 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
- 4.6.3.8 *Title:* The Vendor has exclusive title to the goods and shall pass title to the State free and clear of all liens, encumbrances, and security interests.
- 4.6.3.9 *Infringement; Indemnity:* The Vendor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and the Vendor shall indemnify the State against all judgments, decrees,

costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assignees, under any claim of patent infringement in the purchase or use of the Vendor's goods. If the State is enjoined from using such goods, the Vendor shall re-purchase such goods from the State at the original purchase price. The State shall notify the Vendor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of the Vendor, the Vendor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

4.6.3.10 *Usage of Trade; Course of Dealings; Implied Warranties:* The Vendor shall be bound by any implied warranty that, at the time of execution of the Contract/Purchase Order, prevails in the trade of government in the marketing area in and about the State of Nevada. The Vendor shall also be bound by any other implied warranty arising through course of dealings between the Vendor and the State from and after the execution of the Contract/Purchase Order. The Vendor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Chapter 104) in effect on the date of issuance of the Contract/Purchase Order.

4.6.3.11 *Warranties Cumulative:* It is understood that warranties created by the Contract/Purchase Order, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties, are cumulative and may be construed in a manner consistent with one another.

4.6.3.12 *Priority of Warranties:* If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract/Purchase Order and any warranties implied by law, the parties agree that the specifications contained in the Contract/Purchase Order shall be deemed technical and mere language of description.

4.6.3.13 *Beneficiaries of Warranties:* Benefit of any warranty made in the Contract/Purchase Order shall be in favor of the State, any of its political subdivisions or agencies, employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

4.7 *Delivery, Inspection, Acceptance, Title, Risk of Loss:* The Vendor agrees to deliver the goods as indicated in the Contract/Purchase Order, and upon acceptance by the State, title to the goods shall pass to the State. The State shall have the right to inspect the goods on arrival and within a commercially reasonable time. The State shall give notice to the Vendor of any claim or damages on account of condition, quality, or grade of the goods, and shall specify the basis of the claim in detail. Acceptance of the goods described in the Contract/Purchase Order is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on the Vendor until the goods have been accepted and title has passed to the State. If

provided by the Vendor, the State agrees to follow reasonable instructions regarding return of the goods.

- 4.8** *No Arrival, No Sale:* The Contract/Purchase Order is subject to provisions of no arrival, no sale terms, but proof of shipment shall be given by the Vendor; each shipment to constitute a separate delivery. A variation of ten (10) days in time of shipment or delivery from that specified in the Contract/Purchase Order does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract/Purchase Order.
- 4.9** *Breach, Remedies:* Failure of either party to perform any obligation of the Contract/Purchase Order shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel the Contract/Purchase Order with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Either party, as a prevailing party to any other action regarding the enforcement of the Contract/Purchase Order, is entitled to reasonable attorney's fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation One Hundred Fifty Dollars (\$150.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of the Vendor to any State agency.
- 4.10** *Limited Liability:* The State shall not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract/Purchase Order liability of both parties shall not be subject to punitive damages.
- 4.11** *Waiver of Breach:* A failure to assert any right or remedy available to a party under the Contract/Purchase Order, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under the Contract/Purchase Order, unless such waiver is contained in a writing signed by the waiving party.
- 4.12** *Severability:* If any provision contained in the Contract/Purchase Order is held to be unenforceable by a court of law or equity, the Contract/Purchase Order shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Contract/Purchase Order unenforceable.
- 4.13** *Assignment/Delegation:* To the extent that any assignment of any right under the Contract/Purchase Order changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of the Contract/Purchase Order, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of the Contract/Purchase Order. No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.
- 4.14** *Force Majeure:* Neither party shall be deemed to be in violation of this Contract/Purchase Order if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds,

or storms. In such an event the intervening cause shall not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract/Purchase Order after the intervening cause ceases.

- 4.15** *Governing Law; Jurisdiction:* This Contract/Purchase Order and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, including, without limitation, Nevada's UCC (NRS Chapter 104) in effect on the date of the Contract/Purchase Order. The parties consent to the jurisdiction and exclusive venue of the First Judicial District Court, Carson City, Nevada for enforcement of the Contract/Purchase Order.
- 4.16** *Entire Agreement; Conflict with Other Documents:* The Contract/Purchase Order (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to the Contract/Purchase Order. Except as previously stated, if any term in any incorporated attachment or in any Vendor's invoice contradicts or negates a term in the Contract/Purchase Order, the Contract/Purchase Order shall control. All amendments shall be in writing and signed by the parties.
- 4.17** In accordance with NRS 333.4611, the State of Nevada, Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302 or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that shall be saved over the useful life of the item.
- 4.18** *Term:* In accordance with NRS 333.280, the Purchasing Division may enter into a Contract/Purchase Order for the furnishing of goods for not more than two (2) years. The original terms of a Contract/Purchase Order may be extended annually thereafter if the conditions for extension are specified in this Bid Solicitation, and the Purchasing Division determines that an extension is in the best interest of the State.
- 4.19** *Insurance:* Automobile Liability, as stated below, is required only if the commodity is being delivered to the State by the Vendor. If the commodity is being shipped by common carrier, automobile liability shall not be required. Vendor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

#### 4.19.1 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.



Combined Single Limit (CSL) \$1,000,000

## NevadaEPro Vendor Quote Submission Instructions

Go to <https://nevadaepro.com>.

A rectangular button with a light gray background and the text "Sign In" in a bold, sans-serif font.


Click

1. Enter the Login ID
2. Enter the Password

A rectangular button with a light gray background and the text "Sign In" in a bold, sans-serif font.

3. Click

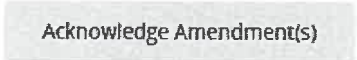
To view bids and submit responses you need to be logged in as the Seller. The Seller page will say “Home - Welcome Back” followed by your name. If your page says “Maintenance Home Page for:” followed by your company name you are logged in as the Seller Administrator and need to change your role. To change your role:

1. Click  in the top right corner.
2. Under your name, click on “Seller Administrator” to display the list of roles you have access to.
3. Click “Seller”


You are now on the Seller page.

### Viewing Bids

To view bids, you will select the “Bids” Tab from the Seller page. There are various sections on the Bid Page.

1. **Request For Revision** – These will be bids that you have submitted a response to and the Purchasing Officer has given you the opportunity to make a correction or provide additional information for consideration.
2. **Bids / Bid Amendments (Un-Acknowledged)** – These will be bids that you have previously viewed and acknowledged that have since been updated or had amendments done. They will stay in this section until you click the Bid # and view the bid and click  at the bottom of the page.
3. **Open Bids** – These are the current bids that are available for Vendor Response, only the first five (5) bids show, to view the rest please click on “View More...” under the last displayed bid.
4. **Open/Rolling Enrollment Bids** – These are bids that either have no time limit for submitting responses or bids that have a recurring response period each year.
5. **Closed Bids** – These are all the bids that have been entered in NevadaEPro and have since closed. Again, only the first five (5) bids show, to view the rest please click on “View More...” under the last displayed bid.

You can also locate bids by doing an Advanced Search.

1. Click on  and select “Advanced Search” from the drop down.
2. Under “Document Type:” select “Bids”.

## NevadaEPro Vendor Quote Submission Instructions

3. You can search for bids by using any or all the available fields. If you are searching by “Bid #” you are only required to enter the characters after the dash, i.e. S561.

### Bids-Open

The Open Bids page will list all the bids that are currently open listed in the order they were posted to NevadaEPro. You will see:

- Bid # - By clicking the bid number the bid will open.
- Organization – This is the Department that the solicitation is for.
- Alternate Id – This is an internal reference number.
- Buyer – This is the Purchasing Officer or Agency Representative that is running that solicitation.
- Description – This is a one-line description of what the solicitation is for.
- Purchase Method
  - Open Market – This is generally a one-time purchase
  - Blanket – This is a contract for goods or services for a specified period
- Bid Opening Date – This is the date and time, down to the second, that responses or quotes are due by. All times in NevadaEPro are Pacific Standard Time. **After the time specified no quotes can be submitted.**
- Bid Q & A – This will allow you to submit questions to the Purchasing Officer regarding this bid up to the date and time specified on the bid. You can then also view questions submitted by others once answered by the Purchasing Officer.
- Quotes – Clicking on “Create New” will start a new quote.
- Bid Holder – If not hidden by the Purchasing Officer this is a list of vendors that have acknowledged the bid.

### Viewing a Bid

When you click on a bid number for the first time you will be taken to the “Acknowledge Receipt and View Solicitation” screen. By clicking “Yes” on this screen, you are adding yourself to the Bid List and will be notified of any updates, amendments and status changes for the bid. Clicking “No” will take you to the Bid Solicitation without adding you to the Bid List.

The Bid Solicitation is broken up into two (2) sections, “Header Information” and “Item Information”.

In “Header Information” pay special attention to:

- Bid Number
- Description
- Bid Opening Date – **Remember that no responses can be submitted after this date and time**
- Info Contact – This is the contact information for the Purchasing Officer running the solicitation
- Pre Bid Conference – This will give you the information regarding any required conference or the date and time that questions are due
- Ship-to Address – This is the address that the items or services are being shipped to
- File Attachments – **It is important to review all the file attachments as they will provide important information regarding the solicitation, in addition some attachments must be completed by the vendor and attached to the quote.**

“Item Information” contains details about the specific item(s) such as quantity and unit of measure.

# NevadaEPro Vendor Quote Submission Instructions

## Submitting a Quote

To start a quote, click on “Create New” for the bid you are interested in on the Open Bid Page or click

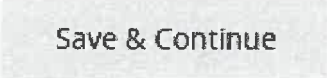
Create Quote

at the bottom of the Bid Page.

Only fields with a \* after them are required, all other fields are optional. Some fields will be prefilled with answers, you do not need to change those. When clicking “Save & Continue” on any page the system will not automatically move you to the next page, you will have to select the page.

### 1. General Tab

Save & Continue

- a. Click  , this will refresh the page and assign a quote number. Once a quote number has been issued you can exit your quote and come back to complete it at another time.  
You will see some red “Quote Validation Errors” at the top of the page. These errors will be addressed as you progress through the quote.
- b. Federal Funds and Procurement Type will be prefilled.
- c. Goods Preference – Read the statement and select “Yes” or “No” from the drop down under “Does this Preference Apply to your Company?”
- d. Bid Prices are valid for the following number of days – Enter a number only in this field. This question will not be on all procurements.
- e. Pending Litigation - Read the statement and select “Yes” or “No” from the drop down under “Does any of the above apply to your company??”

Save & Continue

- f. Click 

### 2. Items

- a. For each item that you want to bid on enter the Unit Cost, Discount %, and Freight (commas are not allowed in those fields, only numbers and the decimal). Tax Rate is not used. If you are including an item for no cost, please ensure you select the “No Charge” Box. The Extended Amount will update and the “No Bid” box will uncheck once you click “Save and Continue”.
- b. For solicitations where a cost schedule is required to be attached to the quote the Unit Cost, Discount % and Freight fields will be unavailable. Ensure you select the “See Quote Attachment(s)” box for the item(s).

***Note: Any item where the “No Bid” box is checked, indicates that you are not bidding on that item. If all items are checked “No Bid” your quote cannot be processed for a contract if you were to be awarded a contract. Ensure that any items you want to bid on include pricing or you have indicated “See Quote Attachment(s)”.***

- c. Once you have completed all the items you are bidding on click

Save & Continue

3. Questions – Not all bids include questions for the vendor to answer. When you click on this tab answer any questions listed. If there are no questions simply click on Subcontractors.

## NevadaEPro Vendor Quote Submission Instructions

4. Subcontractors – This tab is not currently used.
5. Notes – Vendors can add notes to the quote, but these notes cannot be seen by any State users,

Save & Continue

they are only for the vendors use. If notes are entered then click on ,  
if no notes are entered you can click on the “Terms & Conditions” Tab.

6. Terms & Conditions – This is another opportunity for vendors to download and review the attachments included with the bid. Vendors are also required to accept the terms and conditions of the bid. If “Yes with exceptions” or “No” are selected, the vendor must enter the exceptions they

Save & Continue

have to the terms and conditions. Once completed click

7. Attachments – This is where vendors will upload any documentation that they want considered as part of the quote. This includes documents that were part of the bid and required the vendor to complete them.

Add File

- a. To upload a file, click
- b. Click  and navigate to where the file is saved on your computer, once the file is selected click “Open”. Depending on the vendor’s browser you may see “Browse” instead of “Choose File”.
- c. The name of the file will automatically populate in the “Name” field. Ensure there are no special characters included in the name as it can cause errors in the system.
- d. Confidential – Some files may be marked confidential, such as Technical Proposals or financial documentation. The Purchasing Officer may require you to uncheck the “Confidential” box on files that are required to be part of the public record.

Save & Exit

- e. Once you have selected your file click
- f. Repeat as necessary to add additional files. After the last file is attached, click

Save & Continue

8. Summary – Review all the information you have entered into the quote, if everything is

Submit Quote

satisfactory, click at the bottom of the page. If there are any red “Quote Validation Errors” at the top of the page the “Submit Quote” button will not be available, you must resolve all the errors to submit your quote. Once you click “Submit Quote” a validation box will open asking, “Are you sure you want to submit this quote?”, clicking “Yes” will submit your quote.

**If it is past the Bid Opening date and time, even one second the “Submit Quote” button will not be available, and you will not be able to submit your quote.**

Once your quote is submitted you will receive an email confirming the submission.

## NevadaEPro Vendor Quote Submission Instructions

### Accessing an InProgress Quote

Once a quote number has been generated the quote is saved to the user's account to be accessed later. To access an in-progress quote:

1. From the Home Page click on "Quotes"
2. Click on "Working"
3. Click on the "Quote #"

Yes

4. Click  to acknowledge that the quote has not been submitted yet.

### Cancelling an InProgress Quote

Cancel Quote

From the "Summary" page of the quote click , a validation box will open, "To cancel the quote all the quote data will be deleted from the system. Are you sure you want to proceed?", clicking "Yes" will cancel your quote.