



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

Solicitation

| |
|----------|
| NUMBER |
| 6614C045 |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CRYSTAL RINK 304-558-2402 |

RFQ COPY

BAYS TRUCKING & EXCAVATION INC
P O BOX 192
BECKLEY WV 25802

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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| DATE PRINTED |
| 06/26/2014 |

BID OPENING DATE: 07/30/2014

BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | TN | | 775-45 | | |
| LIQUID CALCIUM CHLORIDE | | | | | | |
| REQUEST FOR QUOTATION (OPEN-END CONTRACT) | | | | | | |
| THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH LIQUID CALCIUM CHLORIDE FOR USE AT LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. | | | | | | |
| ***** THIS IS THE END OF RFQ 6614C045 ***** TOTAL: | | | | | | |
| 07/24/14 08:59:16AM West Virginia Purchasing Division | | | | | | |

| | | |
|--------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>[Signature]</i> | 304-255-2297 | 7-24-14 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Forman | 52-2406470 | |

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

| | |
|-------------------------------|---|
| Question Submission Deadline: | July 14, 2014 at 5:00 PM |
| Submit Questions to: | Crystal Rink 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115 <i>(Vendors should not use this fax number for bid submission)</i> Email: crystal.g.rink@wv.gov |

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: Bays Trucking & Excavation Inc.
 BUYER: W.V. Division Highways
 SOLICITATION NO.: 6614C045
 BID OPENING DATE: July 30 2014
 BID OPENING TIME: 130 PM EST
 FAX NUMBER: 304-255-6872

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: July 30, 2014 at 1:30 PM EST

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

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

GENERAL TERMS AND CONDITIONS:

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

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on award

and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

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



Commercial General Liability Insurance:

\$250,000.00 ☒ or more.



Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



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



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



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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code § 5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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



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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Bays Tru King & Excavation Inc
(Company)

Clarence E. Bays Pres.
(Authorized Signature)

CLARENCE E BAYS Pres.
(Representative Name, Title)

304-541-0082 304-255-6872
(Phone Number) (Fax Number)

7-15-14
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C045

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Bays Trucking & Excavation Inc

Company

Clarence E. Bays

Authorized Signature

7-15-14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Liquid Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and Exhibit B used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6614C045.
 - 2.4 **“ASTM”** used throughout this RFQ means American Society for Testing and Materials. Reference: www.astm.org.
 - 2.5 **“WVDOH”** used through this RFQ means the West Virginia Division of Highways.
 - 2.6 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 **“Standard Specs”** used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 105.3, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20. Copies attached.

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A complete hard copy of these Standard Specs may be obtained from:

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

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

The requirements of the Standard Specs, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this Contract. This will include material loaded by the Vendor into WVDOH owned and/or rented trucks.

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

3.2.1 Liquid Calcium Chloride: Shall conform to the requirements of ASTM D 98. The required concentration percentage for this contract shall be no less than 32%. The Vendor shall bid one price with concentration percentage of no less than 32%; however, if the Vendor chooses to provide Liquid Calcium Chloride at a percentage concentration greater than 32%, that will be acceptable, but shall have no bearing on the award of the contract.

3.2.2 Sampling and Testing: Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH, Materials Division
190 Dry Branch Road
Charleston, WV 25306
Phone: 304-558-3175

The WVDOH may conduct sampling and testing to verify material quality.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors which meet all mandatory requirements of this contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit A, Division's Storage Site, will be awarded a contract for those counties for which their bid is low. All qualified responsible Vendors which meet all mandatory requirements of this Contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit B, Vendor's Storage Site, will be awarded a contract for this Contract Item.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages, Exhibit A by providing unit prices for Liquid Calcium Chloride, per County as requested. Vendors may bid any or all Counties on the Pricing Pages, Exhibit A.

Vendor shall submit one bid price for a specific County which shall include all of that County's locations at one unit price. This shall apply to the listed Interstate and Corridor sites as well.

NOTE: An award for a County is based on the District where that County is located per the Pricing Page. Although the WV Turnpike services Counties that are located in a District, the WVDOT and the WV Turnpike do not necessarily service out of the same storage sites. Example: If a Vendor is low bid for District 1, Kanawha County, that does not guarantee that the Vendor will be low bid for WV Turnpike, Kanawha County.

Vendor should complete the Pricing Pages, Exhibit B by providing a unit price for WVDOT pickup of Liquid Calcium Chloride from the Vendor's Storage Site. The Vendor shall provide the physical address of their storage site(s).

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

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: crystal.g.rink@wv.gov.

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** When an Agency Release is issued to an awarded Vendor, from December 1, 2014 through March 31, 2015, a delivery date of seven (7) working days shall be established by the WVDOH and provided on the Agency Release; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Agency Release.

An initial delivery must be made on the established delivery date with delivery completely filled within 14 working days. The first day of the seven (7) working days will be considered 12:01 AM, the morning (working day) following the issue of the Agency Release.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of an Agency Release.

The Vendor shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck shall have an adequate length of fill hose and quick connects, etc. to fill WVDOH Storage tanks.

Original delivery tickets for each delivered load to the WVDOH storage sites must

be signed and retained by a WVDOH representative at the delivery location.

- 6.2 Delivery Quantities:** The minimum order of Liquid Calcium Chloride will be 4,000 gallons. Agency Releases will be placed in 4,000 gallon increments. An order of 4,000 gallons may be split equally between no more than two locations in the same or adjoining county. The minimum delivery to any single location will be 2,000 gallons. The Vendor will be required to identify the quantity of Liquid Calcium Chloride that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts or any other means mutually agreed upon by the WVDOH and the Vendor. The delivered quantity will be agreed upon and indicated on the delivery ticket.
- 6.3 Late or Inability to Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

If delivery has not been received at the WVDOH site after 14 working days and an alternative delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Agency Release and proceed to obtain the required quantity of Liquid Calcium Chloride from an alternative economical source.

At the discretion of the WVDOH, the first alternate economical source shall be the next low bidder, if that bidder has availability; or secondly, may obtain pricing on the Open Market.

The WVDOH reserves the right to invoice the awarded Vendor the difference in cost from that Vendor's price and the alternative economical source's price. In addition to the difference in cost, the WVDOH may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the cancelled Agency Release.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit

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the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Clarence Bays
Telephone Number: 304-541-0082
Fax Number: 304-255-6872
Email Address: bayservices@suddenlink.net

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 1

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|-------------------------------|--|--------------------------|----------------------|---------------|
| Boone | Roch Branch | 5,000 | | |
| Boone | Total Estimated Quantity for County | 5,000 | .90 | 4,500 |
| Clay | Widen Road & CR 11 | 3,000 | | |
| Clay | Total Estimated Quantity for County | 3,000 | .89 | 2,670 |
| Kanawha | Chelyan | 15,000 | | |
| Kanawha | Elkview | 9,000 | | |
| Kanawha | North Charleston | 9,000 | | |
| Kanawha | St. Albans | 12,000 | | |
| Kanawha | I-64 @ Scary Creek | 6,000 | | |
| Kanawha | I-64 @ Rt. 119 and Penn. Avenue | 9,000 | | |
| Kanawha | I-77 @ Sissonville | 6,000 | | |
| Kanawha | I-79 @ Amma | 6,000 | | |
| Kanawha | Corridor G @ Alum Creek | 6,000 | | |
| Kanawha | Total Estimated Quantity for County | 78,000 | .88 | 68,640 |
| Mason | Pt. Pleasant | 6,100 | | |
| Mason | Total Estimated Quantity for County | 6,100 | .88 | 5,368 |
| Putnam | Hurricane @ Rt. 34 | 5,000 | | |
| Putnam | Total Estimated Quantity for County | 5,000 | .88 | 4,400 |
| Estimated Totals per District | | 97,100 | | 85,578 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 2

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|-------------------------------|--|--------------------------|----------------------|---------------|
| Cabell | Barboursville | 5,000 | | |
| Cabell | I-64 @ Huntington | 5,000 | | |
| Cabell | Total Estimated Quantity for County | 10,000 | . 88 | 8,800 |
| Lincoln | West Hamlin | 3,000 | | |
| Lincoln | Yawkey | 3,000 | | |
| Lincoln | Harts | 3,000 | | |
| Lincoln | Total Estimated Quantity for County | 9,000 | . 90 | 8,100 |
| Logan | Corridor G @ Chapmanville | 4,000 | | |
| Logan | Wilkinson | 5,000 | | |
| Logan | Total Estimated Quantity for County | 9,000 | . 88 | 7,920 |
| Mingo | Corridor G @ Miller's Creek | 5,000 | | |
| Mingo | Gilbert | 7,000 | | |
| Mingo | Total Estimated Quantity for County | 12,000 | . 90 | 10,800 |
| Wayne | Pritchard | 5,000 | | |
| Wayne | Wayne | 5,000 | | |
| Wayne | Crum | 3,000 | | |
| Wayne | Total Estimated Quantity for County | 13,000 | . 88 | 11,440 |
| Estimated Totals per District | | 53,000 | | 47,060 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 3

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Calhoun | Millstone | 6,000 | | |
| Calhoun | Total Estimated Quantity for County | 6,000 | .88 | 5,280 |
| Jackson | Ripley | 6,000 | | |
| Jackson | I-77 @ Medina | 6,000 | | |
| Jackson | Total Estimated Quantity for County | 12,000 | .88 | 10,560 |
| Pleasants | Belmont | 6,000 | | |
| Pleasants | Total Estimated Quantity for County | 6,000 | .88 | 5,280 |
| Ritchie | APD Pennsboro | 6,000 | | |
| Ritchie | Ellenboro | 6,000 | | |
| Ritchie | Corridor D @ Nutter Farm | 6,000 | | |
| Ritchie | Total Estimated Quantity for County | 18,000 | .90 | 16,200 |
| Roane | Spencer | 6,000 | | |
| Roane | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Wirt | Elizabeth | 6,000 | | |
| Wirt | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Wood | Parkersburg @ Rt. 95S | 6,000 | | |
| Wood | I-77 @ Parkersburg | 6,000 | | |
| Wood | Corridor D @ Riverhill | 6,000 | | |
| Wood | Total Estimated Quantity for County | 18,000 | .88 | 15,840 |
| Estimated Totals per District | | 72,000 | | 63,960 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 4

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Doddridge | Smithburg | 2,000 | | |
| Doddridge | Total Estimated Quantity for County | 2,000 | .90 | 1,800 |
| Harrison | Gore | 2,000 | | |
| Harrison | I-79 @ Lost Creek | 2,000 | | |
| Harrison | APD 50 @ Tunnel Hill | 2,000 | | |
| Harrison | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Marion | Fairmont | 2,000 | | |
| Marion | Mannington | 2,000 | | |
| Marion | Total Estimated Quantity for County | 4,000 | .90 | 3,600 |
| Monongalia | I-79 @ Goshen Road | 2,000 | | |
| Monongalia | Ridgedale | 2,000 | | |
| Monongalia | Pentress | 2,000 | | |
| Monongalia | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Preston | Albright | 2,000 | | |
| Preston | Aurora | 2,000 | | |
| Preston | Bruceton Mills | 2,000 | | |
| Preston | Fellowsville | 2,000 | | |
| Preston | Terra Alta | 2,000 | | |
| Preston | I-68 @ Cooper's Rock | 2,000 | | |
| Preston | Total Estimated Quantity for County | 12,000 | .90 | 10,800 |
| Taylor | Fetterman/Prunytown | 2,000 | | |
| Taylor | Total Estimated Quantity for County | 2,000 | .90 | 1,800 |
| Estimated Totals per District | | 32,000 | | 28,800 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 5

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Berkeley | I-81 @ Martinsburg (0571) | 6,000 | | |
| Berkeley | 1867 Rock Cliff Drive (0502) | 6,000 | | |
| Berkeley | I-81 @ Exit 8 (0571) | 6,000 | | |
| Berkeley | Total Estimated Quantity for County | 18,000 | .90 | 16,200 |
| Grant | Petersburg | 6,000 | | |
| Grant | Mt. Storm | 6,000 | | |
| Grant | Total Estimated Quantity for County | 12,000 | .90 | 10,800 |
| Hampshire | Romney | 6,000 | | |
| Hampshire | Capon Bridge | 6,000 | | |
| Hampshire | Slanesville | 6,000 | | |
| Hampshire | Total Estimated Quantity for County | 18,000 | .90 | 16,200 |
| Hardy | Moorefield | 6,000 | | |
| Hardy | Moorefield, Corridor H, Section 2 | 6,000 | | |
| Hardy | Baker | 6,000 | | |
| Hardy | Total Estimated Quantity for County | 18,000 | .90 | 16,200 |
| Jefferson | Charles Town (0519) | 6,000 | | |
| Jefferson | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Mineral | New Creek | 6,000 | | |
| Mineral | Sky Line | 6,000 | | |
| Mineral | Short Gap | 6,000 | | |
| Mineral | Burlington | 6,000 | | |
| Mineral | Total Estimated Quantity for County | 24,000 | .90 | 21,600 |
| Morgan | Berkeley Springs | 6,000 | | |
| Morgan | Total Estimated Quantity for County | 6,000 | .90 | 5,400 |
| Estimated Totals per District | | 102,000 | | 91,800 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 6

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Brooke | Wellsburg | 8,000 | | |
| Brooke | Weirton | 8,000 | | |
| Brooke | Total Estimated Quantity for County | 16,000 | .90 | 14,400 |
| Hancock | New Manchester | 8,000 | | |
| Hancock | Total Estimated Quantity for County | 8,000 | .90 | 7,200 |
| Marshall | Glen Dale | 8,000 | | |
| Marshall | Cameron | 8,000 | | |
| Marshall | Total Estimated Quantity for County | 16,000 | .90 | 14,400 |
| Ohio | Triadelphia | 8,000 | | |
| Ohio | I-70 @ Triadelphia | 8,000 | | |
| Ohio | Total Estimated Quantity for County | 16,000 | .90 | 14,400 |
| Tyler | Sistersville | 8,000 | | |
| Tyler | Total Estimated Quantity for County | 8,000 | .90 | 7,200 |
| Wetzel | New Martinsville | 8,000 | | |
| Wetzel | Pine Grove | 8,000 | | |
| Wetzel | Hundred | 8,000 | | |
| Wetzel | Total Estimated Quantity for County | 24,000 | .90 | 21,600 |
| Estimated Totals per District | | 88,000 | | 79,200 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 7

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Barbour | Phillipi | 5,000 | | |
| Barbour | Belington | 5,000 | | |
| Barbour | Total Estimated Quantity for County | 10,000 | .90 | 9,000 |
| Braxton | Gassaway | 5,000 | | |
| Braxton | I-79 @ Coon Knob | 5,000 | | |
| Braxton | I-79 @ Burnsville | 5,000 | | |
| Braxton | Total Estimated Quantity for County | 15,000 | .90 | 13,500 |
| Gilmer | Glenville | 5,000 | | |
| Gilmer | Total Estimated Quantity for County | 5,000 | .90 | 4,500 |
| Lewis | Weston (Ben Dale) | 5,000 | | |
| Lewis | Corridor H @ Mudlick | 2,000 | | |
| Lewis | Total Estimated Quantity for County | 7,000 | .90 | 6,300 |
| Upshur | Clow Lot @ Buckhannon | 5,000 | | |
| Upshur | Kanawha Head | 5,000 | | |
| Upshur | Total Estimated Quantity for County | 10,000 | .90 | 9,000 |
| Webster | Hacker Valley | 5,000 | | |
| Webster | Total Estimated Quantity for County | 5,000 | .90 | 4,500 |
| Estimated Totals per District | | 52,000 | | 46,800 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 8

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Pendleton | Franklin, 220 North | 2,000 | | |
| Pendleton | Franklin, 220 South | 2,000 | | |
| Pendleton | Total Estimated Quantity for County | 4,000 | .90 | 3,600 |
| Pocahontas | Marlinton | 6,000 | | |
| Pocahontas | Seebert | 2,000 | | |
| Pocahontas | Greenbank | 2,000 | | |
| Pocahontas | Bartow (Thornwood) | 2,000 | | |
| Pocahontas | Slaty Fork | 2,000 | | |
| Pocahontas | Total Estimated Quantity for County | 14,000 | .92 | 12,880 |
| Randolph | Elkins | 2,000 | | |
| Randolph | Harman | 2,000 | | |
| Randolph | Mill Creek | 2,000 | | |
| Randolph | Corridor H Lot @ Elkins | 2,000 | | |
| Randolph | Total Estimated Quantity for County | 8,000 | .90 | 7,200 |
| Tucker | Parsons | 2,000 | | |
| Tucker | Thomas | 2,000 | | |
| Tucker | Total Estimated Quantity for County | 2,300 | .90 | 2,070 |
| Estimated Totals per District | | 28,300 | | 25,750 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 9

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|--------------------------------------|--|--------------------------|----------------------|---------------|
| Fayette | Oak Hill | 6,000 | | |
| Fayette | Lookout | 8,000 | | |
| Fayette | Falls View | 6,000 | | |
| Fayette | Total Estimated Quantity for County | 20,000 | .88 | 17,600 |
| Greenbrier | Lewisburg | 5,000 | | |
| Greenbrier | Crawley | 7,000 | | |
| Greenbrier | I-64 @ Hart's Run | 7,000 | | |
| Greenbrier | Total Estimated Quantity for County | 19,000 | .88 | 16,720 |
| Monroe | Union | 6,000 | | |
| Monroe | Peterstown | 6,000 | | |
| Monroe | Total Estimated Quantity for County | 12,000 | .90 | 10,800 |
| Nicholas | Summersville | 6,000 | | |
| Nicholas | Curtin | 6,000 | | |
| Nicholas | Corridor L @ Muddlety | 12,000 | | |
| Nicholas | Total Estimated Quantity for County | 24,000 | .88 | 21,120 |
| Summers | Hinton | 6,000 | | |
| Summers | Total Estimated Quantity for County | 6,000 | .88 | 5,280 |
| Estimated Totals per District | | 81,000 | | 71,520 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 10

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|-------------------------------|--|--------------------------|----------------------|----------------|
| McDowell | Havaco | 20,000 | | |
| McDowell | Yukon | 8,000 | | |
| McDowell | Johnnycake Mountain | 8,000 | | |
| McDowell | Total Estimated Quantity for County | 36,000 | .91 | 32,760 |
| Mercer | Princeton @ WV 20 | 16,000 | | |
| Mercer | Flat Top | 4,000 | | |
| Mercer | I-77 @ Princeton | 20,000 | | |
| Mercer | Total Estimated Quantity for County | 40,000 | .88 | 35,200 |
| Raleigh | Skelton | 28,000 | | |
| Raleigh | Bolt | 16,000 | | |
| Raleigh | I-64 @ Bragg | 20,000 | | |
| Raleigh | Total Estimated Quantity for County | 64,000 | .88 | 56,320 |
| Wyoming | Pineville | 16,000 | | |
| Wyoming | Still Run | 8,000 | | |
| Wyoming | Total Estimated Quantity for County | 24,000 | .90 | 21,600 |
| Estimated Totals per District | | 164,000 | | 144,880 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER GALLON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site
WV Turnpike

| County | Delivery/Storage Site | Estimated Number Gallons | Unit Cost Per Gallon | Extended Cost |
|---|--|--------------------------|----------------------|---------------|
| Kanawha | Chelyan | 2,000 | | |
| Kanawha | Standard | 2,000 | | |
| Kanawha | Total Estimated Quantity for County | 4,000 | .87 | 3,480 |
| Mercer | Princeton | 4,000 | | |
| Mercer | Total Estimated Quantity for County | 4,000 | .89 | 3,560 |
| Raleigh | Beckley | 200 | | |
| Raleigh | Ghent | 200 | | |
| Raleigh | Total Estimated Quantity for County | 400 | .88 | 352 |
| Estimated Totals for WV Turnpike | | 8,400 | | 7,392 |

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown on this Pricing Page.

F.O.B. Vendor's Storage Site

[illegible]

***Bid price shall include cost of vendor loading District's trucks.**



Bays Trucking & Excavation, Inc.
dba **BAYS SERVICES**
PO Box 192
Beckley, WV 25802
"In God We Trust"

MCS Material Safety Data Sheet

The Material Safety Data Sheet documentation for MCS Mineral Well Brine Solution is noted below.

Product Name: Mineral Well Brine Solution: MSDS:0001

Effective Date: January 1, 2010

1. PRODUCTION INGREDIENTS:

| | |
|----------------------------|--------------|
| Calcium-Magnesium Chloride | 21.0 – 24.7% |
| Other Alkali Chlorides | 5.0 – 6.0% |
| Water | Balance |

Substances listed in the ingredients Section are those identified as being present at a concentration of 1% or greater or 0.1% if the substance is on the list of potential carcinogens cited in OSHA Hazard Communication Standard.

2. PHYSICAL DATA

| | |
|----------------|--------------------------------|
| Boiling Point: | 225°F, 107°C |
| Vap. Pressure: | 17mmHg@ 25°C |
| Vap. Density: | Same as water |
| Sol. In Water: | Completely Miscible |
| Sp. Gravity: | 1.215 - 1.25 @ 25°C, 77°F |
| Appearance: | Clear to straw liquid solution |
| Odor: | None |

3. FIRE AND EXPLOSION HAZARD DATA:

| | |
|---------------------------|--|
| Flash Point: | Not applicable. |
| Method Used: | Not applicable. |
| FLAMMABLE LIMITS: | |
| LFL: | Not applicable. |
| UFL: | Not applicable. |
| EXTINGUISHING MEDIA: | Non-combustible. |
| FIRE & EXPLOSION HAZARDS: | None |
| FIRE-FIGHTING EQUIPMENT: | Wear positive pressure self-contained breathing apparatus. |

4. REACTIVITY DATA:

| | |
|--|---|
| Stability: | Stable (Conditions to Avoid – Not applicable) |
| Incompatibility: (Specific Materials to Avoid) | Calcium Chloride will corrode most metals exposed to air: attack aluminum (and its alloys) and yellow brass: react with sulfuric acid to form hydrogen chloride which is corrosive, irritating, and reactive: give an exothermic reaction with water-reactive materials such as sodium: result in a runaway polymerization reaction with methyl vinyl ether: and, in solution form, react with zinc (galvanizing) to yield hydrogen gas which is explosive. |
| Hazardous Polymerization: | Will not occur. |
| HAZARDOUS DECOMPOSITION PRODUCTS: | Not applicable. |

07/30/14 09:20:19AM
West Virginia Purchasing Division

5. ENVIRONMENTAL AND DISPOSAL INFORMATION:

ACTION TO TAKE FOR SPILLS/LEAKS: Losses incidental to correct applications of this product in its intended uses are not expected to be harmful to the environment. Wear appropriate safety apparel during cleanup. See Section 8. Contain by diking. Avoid entry of large amount of product into sewers, natural waters and drinking water sources. Due to possible harmful effects, avoid contact with vegetation, animals, and fish life. Recover quickly into suitable containers if reusing; or collect using absorbent material or sand. Small quantities may be flushed away with plenty of water. Walking surfaces may remain wet longer due to moisture being held by spilled product. Avoid by thoroughly washing surfaces with water.

DISPOSAL METHOD: ++DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER++. For unused or uncontaminated material, the preferred management options are to send to a licensed recycler, or incinerator. The same management options are recommended for used or contaminated materials, although additional evaluation is required in the U.S. Any disposal practice must be in compliance with federal, state, provincial, and local laws and regulations. Check with appropriate agencies for your location.

6. HEALTH HAZARD DATA:

EYE: May cause moderate to severe eye irritation with corneal injury, which may be slow to heal. More intense effects as well as thermal burns are possible if substance is hotter than normal.

SKIN CONTACT: Short single exposure is not likely to cause significant skin irritation. Prolonged or repeated contact may cause skin irritation, even a burn. Conditions may be more severe if confined to skin or skin is scratched or cut. More intense effects as well as thermal burns are possible if material is hotter than normal. D.O.T. Classification: Non-corrosive.

INGESTION: Single dose oral toxicity is believed to be low. The oral LD50 for rats is in the range of 900-2100 mg/kg for calcium chloride on a 100% basis. Small amounts swallowed incidental to normal handling operations are not likely to cause injury, swallowing amounts larger than that may cause injury. Ingestion may cause gastrointestinal irritation or ulceration.

INHALATION: Vapors are unlikely due to physical properties. Mists may cause irritation to upper respiratory tract.

SYSTEMIC & OTHER EFFECTS: Results of in vitro mutagenicity tests have been negative for CaCl₂.

7. FIRST AID:

EYES: Irrigate with flowing water immediately and continuously for 15 minutes. Consult Medical personnel.

SKIN: Wash off in flowing water or shower.

INGESTION: If swallowed, do not induce vomiting. Give large amounts of water or milk and take to a medical facility. Never give anything by mouth to an unconscious person. Consult medical personnel.

INHALATION: Remove to fresh air if effects occur. Consult a physician.

NOTE TO PHYSICIAN: If burn is present, treat as any thermal burn, after decontamination. may cause tissue destruction leading to stricture. No specific antidote. Supportive care. Treatment based on judgment of the physician in response to reactions of the patient.

8. HANDLING PRECAUTIONS:

EXPOSURE GUIDELINE (S): IHG is 10 mg/m³ for calcium chloride, sodium chloride, and Potassium chloride. There is no OSHA PEL or ACGIH TLV for calcium chloride.

VENTILATION: Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines.

RESPIRATORY PROTECTION: Atmospheric levels should be maintained below the exposure guideline. When respiratory protection is required for certain operations, use an approved air-purifying respirator. In misty atmospheres, use an approved mist respirator.

SKIN PROTECTION: Use protective clothing impervious to this material. Selection of specific items such as gloves, boots, apron, or full-body-suit will depend on operation. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse.

EYE PROTECTION: Use chemical goggles. Eye wash fountain should be located in immediate work area.

9. ADDITIONAL INFORMATION:

SPECIAL PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Product may sometimes be shipped hot, which may cause thermal burns and probable more intense chemical irritation or burn than at ambient temperatures. Avoid eye and prolong skin contact. ALWAYS USE COOL WATER (TEMPERATURE LESS THAN 80°F, 27°C) WHEN DILUTING CALCIUM CHLORIDE SOLUTION. Leather clothing and shoes will be damaged by calcium chloride.

REGULATORY INFORMATION: (Not meant to be all-inclusive-selected regulations represented.)

OSHA HAZARD COMMUNICATION STANDARD:

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. This product has been categorized as a "Hazardous Chemical" due to the possibility of eye or skin irritation.

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state or provincial, and local laws and regulations.



CERTIFICATE OF LIABILITY INSURANCE

BAYTRU2

OP ID: LNC

DATE (MM/DD/YYYY)

05/28/2014

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 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).

| | | | |
|--|--|--|--|
| PRODUCER Cottingham & Butler, Inc. 800 Main Street Dubuque, IA 52001 Jasper Henderson | | Phone: 563-587-5000 Fax: 563-583-7339 | CONTACT NAME: To Request a Certificate PHONE (A/C, No, Ext): 888-785-4677 FAX (A/C, No): 563-587-5990 E-MAIL ADDRESS: NSTDCertificates@cottinghambutler.com |
| INSURED Bays Trucking & Excavation Inc 728 Stanford Beckley, WV 25801 | | INSURER(S) AFFORDING COVERAGE INSURER A: Northland Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 24015 | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|----------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | WN138692 | 05/28/2014 | 01/16/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | WN138692 | 01/16/2014 | 01/16/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Cargo Reefer Breakdown | | WN138692 INCLUDED | 01/16/2014 | 01/16/2015 | Limit 100,000 Ded 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| FOR INFORMATION ONLY 0000000 | 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 Jasper Henderson |
|--|---|

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

BAYS TRUCKING & EXCAVATION, INC.

Business name/disregarded entity name, if different from above

dba BAYS SERVICES

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

PO BOX 192 / 728 STANAFORD RD

City, state, and ZIP code

BECKLEY, WV 25802

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

5 2 - 2 4 0 6 4 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Kathy Bays

Date ▶

7/25/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



BAYTRB1

OP ID: DT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2014

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 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).

| | | |
|---|--|------------------------------------|
| PRODUCER Jim Lively Ins (Allegheny) Beckley Office 112 E Main Street Beckley, WV 25801 Pamela McMillion | CONTACT NAME: Pam McMillion | |
| | PHONE (A/C, No, Ext): 304-255-6191 | FAX (A/C, No): 304-256-7512 |
| INSURED Bays Trucking & Excavation Inc Kathy P.O. Box 192 Beckley, WV 25801 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Foremost Insurance Company | NAIC # 11185 |
| | INSURER B: BrickStreet Mutual Ins. | 12372 |
| | INSURER C: State Auto Group | 25127 |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|----------------------------------|---------------|-------------------------|-------------------------|---|--------------|
| C | COMMERCIAL GENERAL LIABILITY | | BOP2805665 | 05/28/2014 | 05/28/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | <input checked="" type="checkbox"/> Business Owners | | | | | MED EXP (Any one person) | \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | OTHER: | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | SCP04991305 | 11/11/2013 | 11/11/2014 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> OCCUR | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED | RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | WCB1012944 | 10/02/2013 | 10/02/2014 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> N/A | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| | | | | | | PROPERTY | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYBEC

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
Pamela McMillion

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

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

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

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

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

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

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

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

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

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Bays Trucking & Excavation Inc. Signed: Clarence E. Bays
 Date: 7/15/14 Title: Pres

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

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

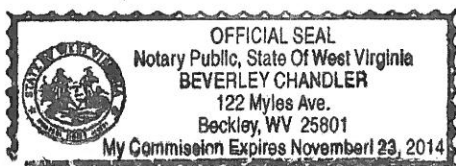
WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Bays Trucking & Excavation IncAuthorized Signature: Clarence C. Bays Date: 7/18/14State of West VirginiaCounty of Calhoun, to-wit:Taken, subscribed, and sworn to before me this 16 day of July, 2014.My Commission expires November 23, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

Beverly Chandler

Purchasing Affidavit (Revised 07/01/2012)

**NOTE:**

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.