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Header @ 4

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1212088

Procurement Type: Central Master Agreement

Vendor ID: VS0000042894

Legal Name: K-Tech Specialty Coatings LLC

Alias/DBA: K-Tech Specialty Coatings

Total Bid: \$0.00

Response Date: 04/27/2023

Response Time: 13:52

Responded By User ID: Ktech2023

First Name: Kimberly

Last Name: Smith

Email: ksmith@ktechcoatings.com

Phone: 2605879113

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000122

Published Date: 4/20/23

Close Date: 5/2/23

Close Time: 13:30

Status: Closed

Solicitation Description: De-Sugared Beet Juice De-Icing Solution

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1212088
Solicitation Description: De-Sugared Beet Juice De-Icing Solution
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-05-02 13:30	SR 0803 ESR04272300000005421	1

VENDOR
 VS0000042894
 K-Tech Specialty Coatings LLC

Solicitation Number: CRFQ 0803 DOT2300000122
Total Bid: 0
Response Date: 2023-04-27
Response Time: 13:52:19
Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	GeoMelt 55 Liquid Organic Additive 275 gallon tote	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: No Bid

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	GeoMelt 55 Liquid Organic 500-2000 gallons	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: No Bid

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	GeoMelt 55 Liquid Organic Additive 2001-4000 gallons	0.00000	GL	3.010000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: Beet- Heet Concentrate - 2001-4000 gallons

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	GeoMelt 55 Liquid Organic Additive 4001 or greater gallons	0.00000	GL	2.230000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: Beet-Heet Concentrate - 4001-4599 gallons
 **Full Load - 4600 gallons - \$2.18/gallon

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Portable Storage Unit Rental, minimum 3800 gallons	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
24111803			

Commodity Line Comments: No Bid

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Portable Storage Unit Return, per rental unit	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111803			

Commodity Line Comments: No Bid**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Demurrage, charged after 2 hr grace period, per each 1/4 HR	0.00000	EA	125.000000	0.00

Comm Code	Manufacturer	Specification	Model #
76122401			

Commodity Line Comments: Demurrage after 2 Hour Grace Period per each 1/4 hour**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Alternative Model Or Brand

Date: 4-28-23

To: John Estep
Buyer - Purchasing Division
West Virginia Dept. Of Highways
2019 Washington St E
Charleston, WV 25305
Fax: 304-558-2566
john.w.estep@wv.gov

From: Denver Preston
National Sales Manager – Winter Products
K-Tech Specialty Coatings, Inc.
P.O. Box 428
Ashley, IN 46705
Cell: 260-585-0332
dpreston@ktechcoatings.com

Regarding: CRFQ 0803 DOT2300000122 - BEET HEET Concentrate as Alternative Model Or Brand

Dear Mr. Estep:

K-Tech is submitting BHC (BEET HEET Concentrate) to be considered as an Alternative to GeoMelt®55 Liquid Organic Additive.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.1.1, BHC is not “de-sugared beet juice” nor is it derived from de-sugared beet juice, which contains relatively low levels of residual sugars. BHC is derived from concentrated sugared beet molasses.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.1, BHC is a liquid solution that once added to a salt or brine solution, works at lower temperatures, and adheres to roads longer than brine or salt solutions alone.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.1.2, BHC is labelled as effective to a temperature of -25°F.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.1.3, BHC reduces full application rates of salts solutions by a minimum of 30%.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.1.4, just like beet juice deicing and anti-icing solutions, BHC is slightly corrosive to bridges, bridge decks and concrete because it is a ready-to-use deicer that already contains added chlorides. NOTE: BEET JUICE BY ITSELF (GEOMELT®55) DOES NOT HAVE ANY SNOW OR ICE MELTING CAPABILITIES. A CHLORIDE (LIQUID OR SOLID) MUST BE ADDED TO IT TO GIVE IT DEICING OR ANTI-ICING

Alternative Model Or Brand

PROPERTIES. IF WVDOH IS USING BEET JUICE AS A “DEICER” OR “ANTI-ICER”, WVDOH IS ADDING A CHLORIDE TO THE BEET JUICE MAKING THE BEET JUICE BASED DEICER OR ANTI-ICER LIKE BHC, SLIGHTLY CORROSIVE TO BRIDGES, BRIDGE DECKS AND CONCRETE.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.2, K-Tech will be “no bidding” 275 gallon totes and quantities less than 2,001 gallons. We have no issue with filling totes on location.

Regarding SPECIFICATIONS, 3. GENERAL REQUIREMENTS, 3.2.2.1, please refer to the Attached BEET HEET Booklet, pages, 1, **2**, 3, 5, 6, 9, **10** & 13. Notice on page 2 how many agencies use BHC and where BHC users are located. Notice also on page 10 how much more total active ingredient BHC contains than beet juice.

All total, 7 state DOT’s used BHC during the 2022-2023 season. All of this information strongly indicates just how effective BHC is compared to all competing liquid deicers.



Denver L. Preston

National Sales Manager - Winter Products
K-Tech Specialty Coatings, Inc.
P. O. Box 428
Ashley, IN 46705
Cell/Text (260) 585-0332
www.ktechcoatings.com

BEET HEET®

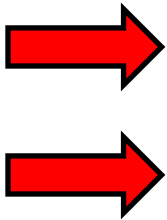
THE RED HOT GREEN DEICER

Brought to you by

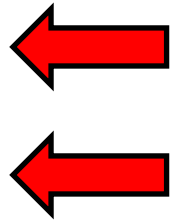

K-TECH

SPECIALTY COATINGS, INC.

A Klink Group Company klinkgroup.com and sole developer, manufacturer and distributor of BEET HEET®, the best performing deicer in North America.



BEET HEET®
users have won the national APWA
Excellence in Snow & Ice Control
Award 9 times in the last 13 years!



BEET HEET®
Concentrate Is
99% Biodegradable
"Readily" Biodegradable in 8 days!



BEET HEET IS NOT BEET JUICE!!

BEET HEET[®]

What You Need To Know About BEET HEET[®] (BH)

- BH is **NOT** “beet juice”. It won’t plug strainers or fill tanks with sludge.
- BH contains **more total active ingredient** than any deicer in North America.
- BH is “**ready**” **bio-degradable**. It’s safe for the environment.
- BH has the ability to **reduce chloride emissions** more than any other liquid pre-wet in North America.

What You Need To Know About BEET HEET[®] Users

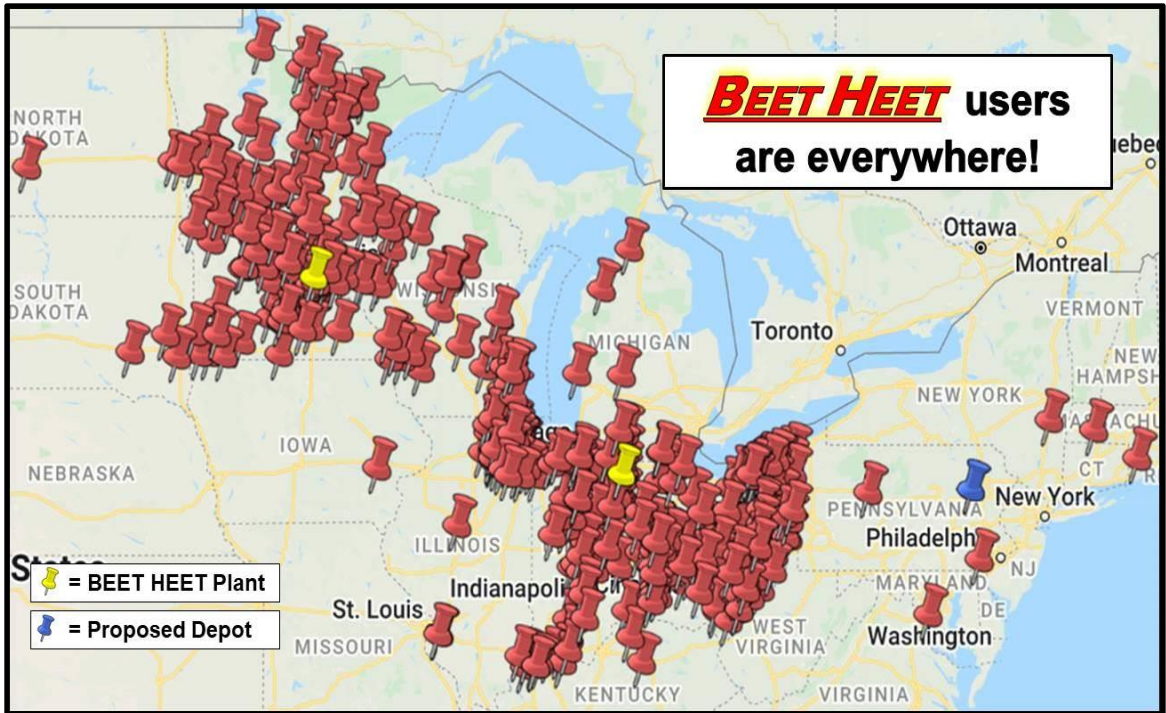
- Some of the **largest agencies** in North America use BH. 6 state DOTs will be using BH this winter.
- Some of the **most advanced agencies** in North America use BH. BH users have been awarded the national APWA *Excellence In Snow & Ice Control Award* 9 times in the last 13 years.
- Agencies in Wisconsin and Minnesota have deiced highways with BH treated rock salt at **-25°F**. Some anti-iced at **-15°F**.
- Agencies in or near Duluth, MN, International Falls, MN, Bismarck, ND and Fargo, ND have had **unparalleled success** with BH. In their own words, they’ve never seen a deicer perform like BH.

What You Need To Know About K-Tech

- K-Tech has the **quickest deliveries** in the industry bar none.
- K-Tech has the most extensive collection of **deicer test data** in the industry. Would you like to know what’s in your current deicer?
- K-Tech has the most **comprehensive user’s guide** in the industry.
- K-Tech has the only **temperature driven blend and application rate guide** in the industry making transition to BH quick, easy and failsafe.

For more details, or to schedule a meeting or webinar, reply to:
dpreston@ktechcoatings.com, for IL, IN, MI, OH, KY, PA and east.

BEET HEET®



Hundreds of agencies in 14 states have transitioned away from 32% CaCl₂, “beet juice” and various “super-mix” deicers in favor of ***BEET HEET***. In fact, ***BEET HEET*** users have won the National APWA *Excellence In Snow & Ice Control Award* 9 times in the last 13 years! What do all of these agencies see in ***BEET HEET***? Please read on.

WHAT IS

BEET HEET[®]



4 CHLORIDES

- Calcium Chloride
- Magnesium Chloride
- Sodium Chloride
- Potassium Chloride

4 CARBOHYDRATES

- Sucrose Sugar
- Glucose Sugar
- Fructose Sugar
- Raffinose Sugar

What ***BEET HEET***[®] is NOT





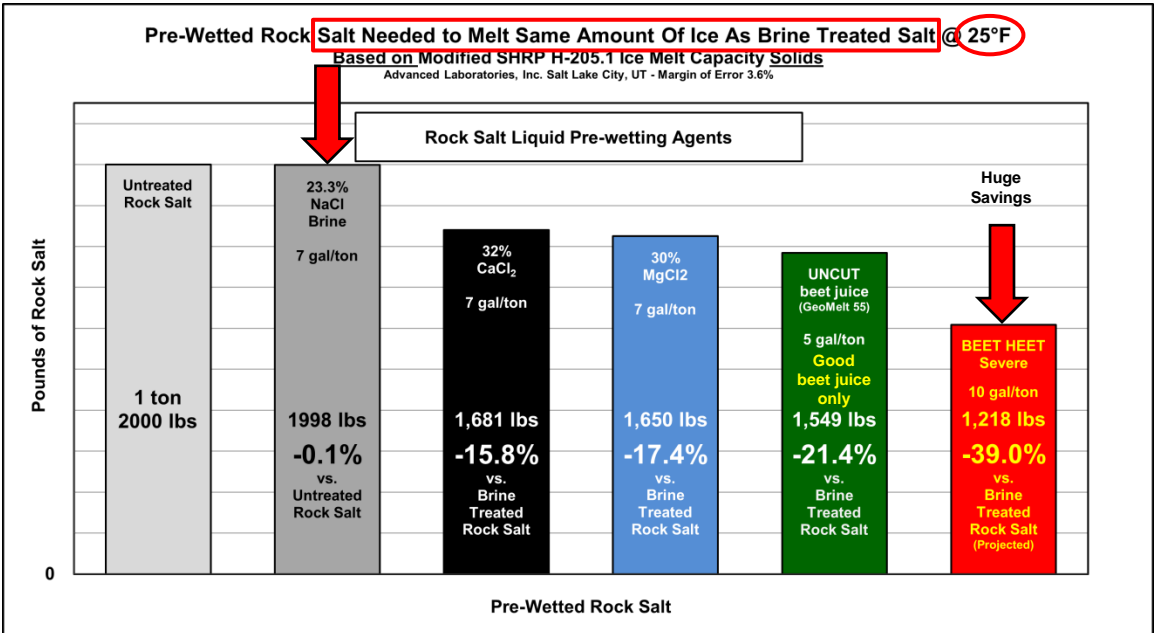
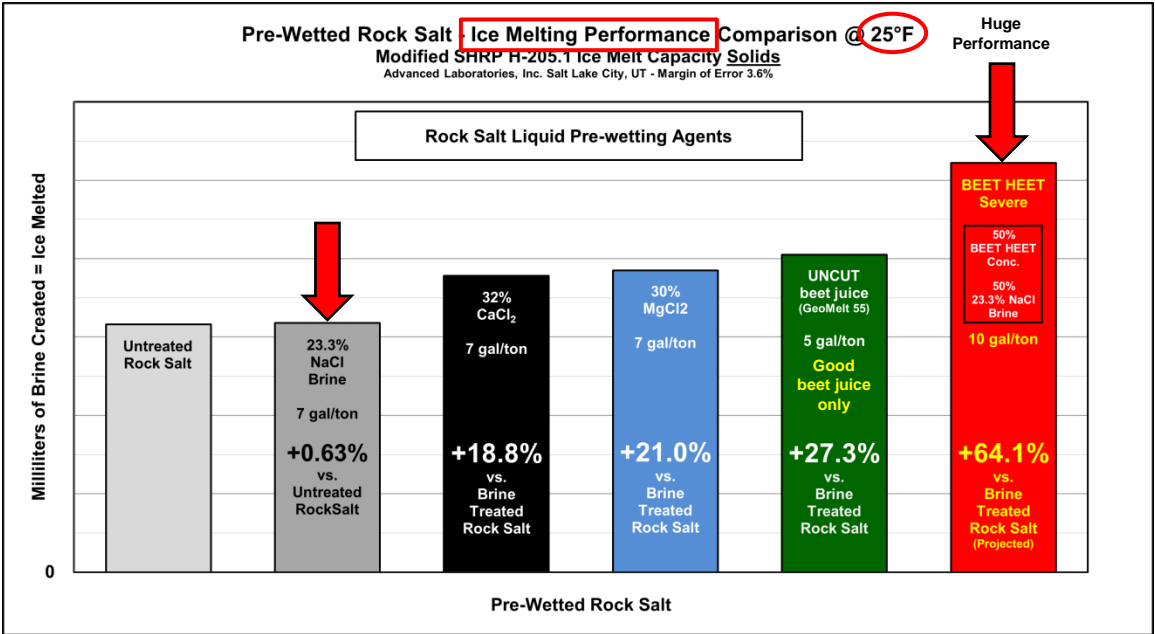
The Importance of Sugar

BEET HEET® Concentrate (BHC) contains significantly more sugar than any organic/chloride deicer in North America. When it comes to enhancing the deicing and anti-icing performance of rock salt and sodium chloride brine, the benefits of adding sugar are far reaching and significantly more important than many snowfighters realize. Here are several performance enhancing benefits that the sugars in BHC provide when BHC is added to rock salt and brine in meaningful levels.

1. The sugars in BHC suppress the freeze point of rock salt and brine.
2. The sugars in BHC lower the effective working temperature of rock salt and brine.
3. The sugars in BHC increase the ice melt capacity of rock salt and brine.
4. The sugars in BHC significantly reduce the corrosion value of rock salt and brine.
5. The sugars in BHC act as cryoprotectants. Cryoprotectants slow down the rate at which melted snow and ice refreeze. This is a huge benefit because most roadway surfaces deicers are applied to are crowned. Slowing down the rate of refreeze allows much more melted snow and ice to run off the road surface before it refreezes.
6. Cryoprotectants also inhibit the formation of ice crystals. Deicers and anti-icers containing sugar at meaningful levels are significantly more effective at preventing frost and ice formations.
7. The sugars in BHC significantly strengthen & extend the anti-bonding characteristics of rock salt and NaCl brine. This is huge considering the costs of chiseling and melting off bonded precipitation verses the costs of peeling off un-bonded precipitation.
8. The sugars in BHC significantly strengthen and extend the residual effect of rock salt and NaCl brine. In fact, just the leftover residue from BHC treated rock salt acts as an effective anti-icer at the next snow event.
9. The sugars in BHC act as a tackifier. Pre-wetting rock salt with a heavy, sticky tackifier reduces bounce and scatter loss far more than pre-wetting agents containing little to no sugar. When it comes to anti-icing, the longer an anti-icer is held in the target area, the more ice it will melt in the target area. Anti-icers with little to no sugar quickly dilute out and are washed away, or they dry up and blow away.
10. The dark sugars in BHC darken rock salt and brine which increases their ability to absorb heat in the form of solar radiation. If they absorb heat, they're also emitting heat, which significantly improves their ice melting capacity. Even on cloudy days about 50% of the sun's radiation reaches the earth's surface. Clear deicers like 32% CaCl₂, 23.3% NaCl brine and deicers containing corn syrup do not have this transforming ability.

BEET HEET®

PERFORMANCE IS EVERYTHING!





PERFORMANCE IS EVERYTHING!

SALT STOCKPILE TREATMENT

BEET HEET® Concentrate (BHC)

- Evenly apply to salt at 5 gallons per ton and turn until uniformly coated and colored.
- Rock salt must have a moisture content of less than 1.5%
- If the salt's moisture content is greater than 1.5%, apply at 4 gallons per ton

Benefits at 5 gal/ton

- Melts up to 65.1% more ice than untreated rock salt at 5 gal. per ton at 25°F*
- Melts up to 153.2% more ice than untreated rock salt at 5 gal. per ton at 15°F*
- Melts up to 38.1% more ice than 32% CaCl₂ treated salt at 5 gal. per ton at 25°F*
- Reduce salt application rates 28% at 25°F if transitioning from “beet juice” pre-wet.
- Reduce salt application rates 27% at 25°F if transitioning from 32% CaCl₂ pre-wet.
- Reduce salt application rates 39% at 25°F if transitioning from untreated rock salt.
- Low effective working surface temperature, Lower than -12.5°F

SALT PRE-WETTING

BEET HEET® Blends

- BHC can be used as a pre-wet at 100%, but we recommend cutting BHC with 23.3% NaCl brine 50% to 75%.
- Apply at 5 to 20 gallons per ton depending on blend ratio and incoming weather.

Benefits

- Melts up to 65% more ice than untreated rock salt at 25°F*
- Melts up to 153% more ice than untreated rock salt at 15°F*
- Melts up to 38% more ice than 32% CaCl₂ treated salt at 25°F*
- Reduce salt application rates up to 28% at 25°F if transitioning from beet juice pre-wet
- Reduce salt application rates up to 39% at 25°F if transitioning from untreated rock salt
- Low effective working surface temperature, -22.5°F

DIRECT APPLICATION ANTI-ICING & DEICING

- Apply at 20 to 57.5 gallons per l/m depending on BHC/NaCl brine blend and temperature.

Benefits

- Melts up to 26% more ice than 23.3% NaCl brine at 20°F*
- Melts up to 19% more ice than a 10/15/75 “super-mix” anti-icer at 20°F*
- Melts up to 16% more ice than a S30/70 “beet juice” anti-icer at 20°F*
- Far superior anti-bonding properties allowing much easier snow and ice removal
- Superior residual properties reducing the number of applications per event and season
- Low effective working surface temperature, -12.5°F to -17.5°F

* Advanced Laboratories, Inc. Salt Lake City, Utah

BEET HEET[®]

Brine treated rock salt is nearly 50% more costly to use than self made **BEET HEET[®] Severe** treated salt!

64%
MORE
salt

1,000 tons at
\$75.00 per ton
= \$75,000

Brine Treated
Rock Salt

\$75,000

\$2,000

10,000 gallons of
brine at \$0.20
per gallon = \$2,000

\$77,000
Total Cost

48%
MORE
costly

39%
LESS
salt

609.2 tons at
\$75.00 per ton
= \$45,690

BEET HEET
Severe Treated
Rock Salt

\$45,690

\$6,336

6,092 gallons of self
made **BEET HEET**
Severe at \$1.04
per gallon = \$6,336

\$52,025
Total Cost

32%
LESS
costly



RETURN ON INVESTMENT (ROI)

**Self Made BEET HEET Severe Pre-wet
VS
23.3% NaCl Brine Pre-wet**

394%

Before Integrating BH Severe- BEET HEET Severe Treated Salt 10 gal/ton (projected)	
Current tons of salt being used per season	1,000
Gallons of 23.3% Brine required at 10 gallons per ton.	10,000
Total cost of rock salt purchases	\$75,000.00
Total cost of 23.3% Brine	\$2,000.00
Total cost in rock salt purchases, and 23.3% Brine purchases, if any	\$77,000.00
After Integrating BH Severe- BEET HEET Severe Treated Salt 10 gal/ton (projected)	
Tons of BH Severe treated salt needed to melt the same amount of ice	609
Gallons of BH Severe required at 10 gallons per ton.	6,092
Total cost of rock salt purchases after integrating BH Severe	\$45,689.66
Total cost of BH Severe	\$6,335.63
Total cost in rock salt purchases and BH Severe purchases	\$52,025.29
Savings by Integrating BH Severe- BEET HEET Severe Treated Salt 10 gal/ton (projected)	
Number of 25 ton semi-trailer loads of rock salt (sodium chloride) saved by using BH Severe	15.6
Net total savings realized on investment in BH Severe	\$24,974.71
Net total return on investment in BH Severe	394.19%
Rock salt reduction required using BH Severe to reach the BREAK EVEN POINT	9.84%
How much is your \$0.20 23.3% Brine actually costing your agency in lost savings (per gal.)	\$2.50
Your current material costs (rock salt & pre-wet) using 23.3% Brine are much higher.	48.00%



BEET HEET[®] vs. beet juice

DE-SUGARED 55% Solids Beet Juice

- Consistency - Very Inconsistent (Easily verified by laboratory testing)
- Total Sugar Content 18.3% (Average)
- Total Chloride Content 0.6% (Average)
- Total Active Ingredient Content <18.9% (Average) **(48% less vs. BHC)**
- Price Per each 1% of Active Ingredient = \$0.096 **(90% higher vs. BHC)**
- Breathtaking Odor.
- Prone to Bacterial Growth **(Bacteria consumes sugar, reduces active ingredient content)**
- Plugging Issues (Tank sludge and plugging issues widely reported)
- Promoted as “non-chloride” deicer but can’t melt ice without adding chloride! Once activated with chloride, beet juice is a chloride deicer.
- At 5 gal. per ton, beet juice treated salt melts about 22.4% less ice than BHC at 25°F.

BEET HEET[®] Concentrate (BHC)

- Absolutely NO “beet juice” added
- Contains processed beet molasses. (No sludge or plugging issues)
- Consistency - Very Consistent (molasses is not a waste-stream product)
- Total Sugar Content >15.1%
- Total Chloride Content >21.4% (Over 35 times more vs. beet juice)
- Total Active Ingredient Content >36.5% **(93% more vs. beet juice)**
- Price Per 1% of Active Ingredient = \$0.048 **(47% lower vs. beet juice)**
- Odor – Coffee, Syrup or Chocolate (sweet compared to beet juice)
- Bacteria can’t survive in BHC (no loss of active ingredient)
- No Plugging or Tank Slugging Issues (none reported)
- Stand Alone Ice Melter (no time and effort of mixing with chloride required)
- At 5 gal/per ton, BHC treated salt melts about 28.8% more ice than beet juice at 25°F.

Conclusion

Beet juice costs 90% more than BHC when considering price per each 1% of active ingredient! Because beet juice contains 48% less active ingredient than BHC, beet juice treated salt melts about 22.4% less ice than BHC treated salt at 25°F. Therefore, beet juice users must use about 28.8% more salt to melt the same amount of ice as BHC treated salt. This means that **beet juice users are discharging much more chloride into their local environment than necessary.**

They’re also spending much more on rock salt than necessary. Transitioning to BHC would allow current beet juice users to reduce their salt application rates by about 22.4% and still melt the same amount of ice as beet juice treated salt. **Transitioning to BHC would also decrease beet juice user’s chloride emissions and salt costs by about 22.4%.**



BEET HEET[®] vs. beet juice

Category	BEET HEET Concentrate	55% Solids Beet Juice
Plugging of Strainers & Nozzles	No	Yes
Bacterial Growth/Diminishing Active Ingredient	No	Yes
Fallout/Tank Sludge	No	Yes
Requires Added Chloride to Melt Ice	No	Yes
Appearance	Dark Brown	Dark Brown
Odor	Coffee - Syrup	Offensive
Specific Gravity	1.29 +/- 0.015	1.27 +/- .02
Freeze Point	-23.8°F	-22.5°F*
Weight/Gallon lbs.	10.75 +/- .10	10.5 +/- .20
Solids Content (by weight)(by volume)	(39%)(51%) +/- 2%	(43%)(55%) +/- 2%
Ingredient Consistency	Very Consistent	Very <u>In</u> consistent
Non-Exothermic (NaCl)(KCl) Chloride Content by weight	6.4% +/- .5%	0.6%* +/- .5%
Exothermic (CaCl ₂)(MgCl ₂) Chloride Content by weight	15.0% +/- .5%	0.0%*
Sugar Content by weight	15.1% +/- .5%	18.3%* +/- .5%
Total Active Ingredient Content by weight	36.5% +/- 1% (+93%)	18.9%* +/- 1% (-48%)
Ice Melt Performance @ 25°F (Treated salt @ 5 gal/ton)	28% more	22% less
Ice Melt Performance @ 15°F (Treated salt @ 5 gal/ton)	38% more	27% less
Chloride Emissions @ 25°F (Treated salt @ 5 gal/ton)	22% less †	28% more †
Chloride Emissions @ 15°F (Treated salt @ 5 gal/ton)	27% less †	38% more †
Average Delivered Cost Per Gallon (315 mi from plant)	\$1.88	\$1.88
Average Delivered Cost Per Each 1% of Active Ingredient	0.052 (47% lower)	\$0.099 (90% higher)
Average Delivery Time	24 to 48 hours	3 to 5 days
* Averaged count due to product inconsistency		
† Based on the amount of treated rock salt required to melt the same amount of ice.		

This Is Simple Logic

More Active Ingredient = Better Performance
Better Performance = Lower Application Rates
Lower Application Rates = Lower Material Costs
Lower Application Rates = Lower Chloride Emissions

BEET HEET[®]

BEET HEET[®] vs. CaCl₂

32% Calcium Chloride (CaCl₂)

- Total Sugar Content 0.0%
- Total Chloride Content 32.0%
- Total Active Ingredient Content 32% (12.3% **less** vs. BHC)
- PNS Corrosion Value = 121 (717.5% **more** corrosive than BHC)
- At 7 gal/ton, 32% CaCl₂ treated salt melts about 27.5% **less** ice than BH at 25°F.
- **32% CaCl₂ cannot darken rock salt or brine like BHC does!** The darker rock salt and brine are, the more solar radiation (heat) they absorb. If they are absorbing heat, they are emitting heat as well.

BEET HEET[®] Concentrate (BHC)

- Total Sugar Content >15.1%
- Total Chloride Content >21.4%
- Total Active Ingredient Content >36.5% (14.0% **more** vs. 32% CaCl₂)
- PNS Corrosion Value = 14.8 (87.7% **less** corrosive than 32% CaCl₂)
- At 5 gal. per ton, BHC treated salt melts about 38.1% more ice than 32% CaCl₂ treated salt at 25°F.
- BHC darkens rock salt and brine, **transforming them into solar radiation absorbers and heat emitters.** At 27°F, BHC treated rock salt can be as much as 5°F warmer than white rock salt. A 50/50 blend of BHC and 23.3% NaCl brine can be as much as 10°F warmer than a clear chloride solution.

Conclusion

Because 32% CaCl₂ contains 12.3% **less** active ingredient than BHC and does not contain any sugar, 32% CaCl₂ treated salt melts about 27.5% **less** ice than BHC treated salt at 25°F. Therefore, 32% CaCl₂ users must use about 38.1% more salt to melt the same amount of ice as BHC treated salt. This means that **32% CaCl₂ users are discharging about 38.1% more chloride into their local environment than necessary.** They're also spending about 38.1% more on rock salt than necessary.

Transitioning to BHC would allow current 32% CaCl₂ users to reduce their salt application rates by about 27.5% and still melt the same amount of ice as 32% CaCl₂ treated salt. They would also be reducing their **chloride emissions and rock salt costs by about 27.5%.**

Because 32% CaCl₂ does not contain dark sugar like BHC, (See page 4 of this booklet) it has no ability to transform rock salt or brine into radiation absorbers and heat emitters. This, along with a 27.5% lower ice melt capacity makes it **impossible for 32% CaCl₂ to outperform BHC in the laboratory or in the field.** Couple these performance shortcomings with the fact that 32% CaCl₂ is over 700% more corrosive than BHC, it's very difficult to justify the use of 32% CaCl₂ over BHC.

BEET HEET[®]

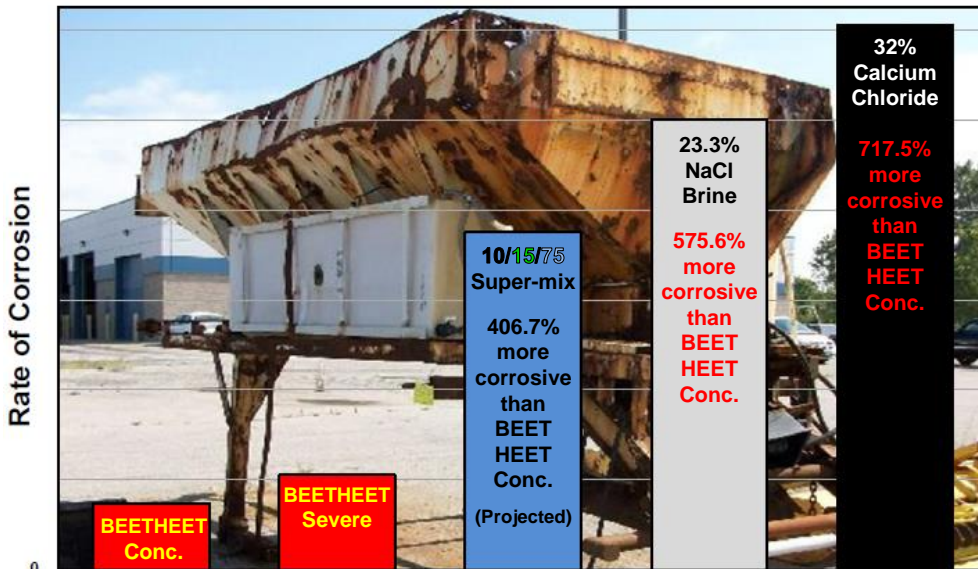
CORROSION DATA

How does BEET HEET[®] Concentrate (BHC) compare to other popular deicers when it comes to corrosion value?

- 32% calcium chloride is more than **700% more corrosive** than BHC.
- 23.3% sodium chloride brine is **575% more corrosive** than BHC.
- A typical “super-mix” deicer containing 10% 32% CaCl₂, 15% beet juice and 75% 23.3% NaCl, is **400% more corrosive** than BHC.
- Deicers containing beet juice and 23.3% NaCl brine are significantly more corrosive than BHC and they don’t even contain performance enhancing exothermic chlorides.

K-Tech uses all natural sugars to reduce BHC’s corrosion rate. Many, if not all, deicers claiming similar corrosion rates contain added chemicals to reduce corrosion values because they do not contain enough sugar to reduce corrosion values much. BHC contains no added corrosion inhibiting chemicals, just all natural sugar.

NACE Standard TM0169-95 as modified by the
Pacific Northwest Snowfighters
Relative Corrosion





TECHNICAL DATA SHEET

DESCRIPTION

BEET HEET® Concentrate (BHC) is an organic based, corrosion inhibited, liquid deicer.

BHC is a ready-to-use salt stockpile treatment. BHC can also be cut 50/50 with low cost 23.3% Sodium Chloride (NaCl) brine to create BEET HEET® Severe (BHS) a low cost, high performance, salt pre-wetting agent or direct application deicer/anti-icer.

COMPOSITION

Beet Molasses (Liquid Sugar)

Calcium Chloride (Liquid CaCl₂) (Exothermic Chloride)

Magnesium Chloride (Liquid MgCl₂) (Exothermic Chloride)

Potassium Chloride (Liquid KCl) (Non-exothermic Chloride)

Sodium Chloride (Liquid NaCl) (Non-exothermic Chloride)

PERFORMANCE

BHC, contains more total active ingredient than any deicer in North America.

BHC and BHS have greater ice melt capacities than 32% CaCl₂, 28% MgCl₂, and “beet juice” deicers, at all temperature ranges.

BHC and BHS provide far superior anti-bonding and residual effects than 32% CaCl₂, 28% MgCl₂, and 23.3% NaCl deicers.

ENVIRONMENT

BHC and BHS have passed the rigorous testing standards of the Pacific Northwest Snowfighters and are listed on the **Clear Roads Qualified Products List**.

BHC is **99% biodegradable**, and achieves the “**readily biodegradable**” criteria by day 8.

Due to superior ice melting and residual performance, no other salt pre-wetting agent in North America can **reduce chloride emissions** as much as BHC and BHS.

TYPICAL PROPERTIES

Appearance	Dark Brown Liquid
pH	6.0 – 8.0
Specific Gravity	1.29 +/- .015
Lbs. Per Gallon	10.75 +/- 0.10
Solids Content	(39% wt/wt) (51% wt/vol) +/- 2%
Odor	Chocolate/Syrup/Coffee.

BEET HEET®

THE RED HOT GREEN DEICER

Best
Ice Melter
Period!

Your options

Lowest
Priced
Concentrate
Available!

Self-cut Concentrate

BEET HEET® **CONCENTRATE** with **4 Chlorides** & **4 Carbohydrates** = \$1.46 per gal

BEET HEET® **CONCENTRATE** cut 1:1 with your brine to make **BEET HEET**® **SEVERE**

BEET HEET® **CONCENTRATE** cut 2:3 with your brine to make **BEET HEET**® **MODERATE**

BEET HEET® **CONCENTRATE** cut 1:2 with your brine to make **BEET HEET**® **TYPICAL**

Self-Blended “Super-Blends”

Costing examples with self-manufactured NaCl brine at \$0.20 per gallon

BEET HEET® **SEVERE** = **50% CONCENTRATE** + **50% NaCl** = \$0.83 per gal

BEET HEET® **MODERATE** = **40% CONCENTRATE** + **60% NaCl** = \$0.71 per gal

BEET HEET® **TYPICAL** = **33% CONCENTRATE** + **67% NaCl** = \$0.62 per gal

PRICES DO NOT INCLUDE FREIGHT



TRANSITION MADE SIMPLE

If you know the blend and temp, you know the rate!

Operator Cab Card							
Suggested* Salt <u>Pre-Wetting</u> Blend & Application Rates							
Deicer Blend		BEET HEET Concentrate	BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	100	50	40	33	30	25
	% of 23.3% NaCl Brine	0	50	60	67	70	75
Deicer application Rate (Gallons/Ton)		5	10	12.5	15	16.5	20
25°F ↑ Salt Application Rate (Pounds L/M)							
25°F ↓ Salt Application Rate (Pounds L/M)							
20°F ↓ Salt Application Rate (Pounds L/M)							
15°F ↓ Salt Application Rate (Pounds L/M)							
10°F ↓ Salt Application Rate (Pounds L/M)							
5°F ↓ Salt Application Rate (Pounds L/M)							
0°F ↓ Salt Application Rate (Pounds L/M)							
<p>All rates provided to new customers</p>							
The effective low working surface temperature of rock salt treated with a 50/50 BHC/NaCl brine pre-wet is -22.5°F.							



Denver Preston
 P.O. Box 428, 111 W Garfield St
 Ashley, IN 46705
 Office 1-260-587-3888
 Cell/Text 1-260-585-0332
dpreston@ktechcoatings.com
www.ktechcoatings.com
 YouTube: ktechcoatings

The data and information presented herein are based upon tests, research and reports which are considered to be reliable and accurate. The data and information are presented without warranty, guarantee or liability on our part, and are presented to the customer for his or her own consideration, investigation and verification. Because of numerous factors affecting test results, seller makes no warranty of any kind, express or implied, other than the product conforms to its applicable current standard specifications.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Denver Preston - National Sales Manager

(Address) PO Box 428, Ashley, IN 46705

(Phone Number) / (Fax Number) 260-587-9113 / 260-587-3237

(Email address) dpreston@ktechcoatings.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

K-Tech Specialty Coatings

(Company) Denver Preston

(Signature of Authorized Representative)

Denver Preston - National Sales Manager 4/24/2023

(Printed Name and Title of Authorized Representative) (Date)

260-587-9113 / 260-587-3237

(Phone Number) (Fax Number)

dpreston@ktechcoatings.com

(Email Address)

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

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 for De-Sugared Beet Juice Deicing/Anti-Icing Solution, for use for the treatment of roads and bridges throughout WVDOH District Eight (8) and District Nine (9).

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.3 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.

 - 2.4 **“Emergency Work”** – Work or orders requiring to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

 - 2.5 **“FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

 - 2.6 **“Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

- 2.7 **“Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.8 **“Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.9 **“Standard Specs”** - used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.10 **“WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from the Technical Support Division, by completing the Specification Order Form provided within the website.

- 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. Bid price shall be all inclusive and include any incidental expenses resulting from the delivery or Contract Items.

- 3.2.1 **GeoMelt® 55 Liquid Organic Additive (Beet Juice)**, or equal to De-sugared Beet Juice deicing/anti-icing solution. GeoMelt® 55 is a liquid solution that once added to a salt or brine solution, works at lower temperatures, and adheres to roads longer than brine or salt solutions alone.

- 3.2.1.1 Beet Juice solution bid shall be derived from de-sugared beet juice.

- 3.2.1.2 Beet Juice solution bid shall be labelled as effective to a temperature of -25° F.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

3.2.1.3 Beet Juice solution bid should reduce full application rates of salts solutions by a minimum of 30%.

3.2.1.4 Beet Juice solution bid shall not be corrosive to bridges, bridge decks and concrete.

3.2.2 **GeoMelt® 55, Contract Items 1 through 4**, or proposed equal to product, de-sugared beet juice solution should be bid in 275-gallon totes, as well as in one-gallon increments to be delivered in bulk by tanker based on the overall size range of the delivery. Bid price shall include delivery expenses.

3.2.2.1 “Equal To” Proposals: “Equal To” Proposals: If bidding an “equal to” de-sugared beet juice solution, vendor must list the brand name of the equal to product bid on the appropriate Contract Item line of the Pricing Pages (ATT A). Product information must be included with the bid which demonstrates the products ability to meet the requirements of Section 3.2.1.

The WVDOH shall, at its sole discretion, decide if a proposed “equal to” is an acceptable equivalent to the product brand being bid. The Purchasing Division may contact the Vendor if more information is needed to determine equivalency. Failure to provide requested information within 10 calendar days of the Purchasing Division’s request shall result in the disqualification of the “equal to” product bid.

3.2.3 Portable Storage Units Rental

3.2.4 Portable Storage Unit Rental, Contract Item 5: Portable storage tanks and transport tank trailer units shall have a minimum capacity of 3,800 gallons and shall be used to house GeoMelt 55 or approved equal product only. Portable Storage Units shall include the tanks delivery and all equipment needed to operate the tank.

3.2.4.1 Portable Storage Unit Return, Contract Item 6: The return of a portable storage unit shall be bid as one price per storage unit, regardless of the amount of unused material remaining in a unit at the time of return. Portable Storage Unit Return shall include the pickup cost and proper disposal of tanks contents. Cleaning of the tank shall be the vendors responsibility.

3.2.5 Demurrage, Contract Item 7 - Should the Vendor require demurrage fees for delays by the WVDOH in the loading/unloading of Contract Items

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

to designated WVDOH storage sites, a two (2) hour grace period (the initial loading/unloading time) shall be included in the pricing of all contract items. Vendor shall bid one price per District for each additional one-quarter (1/4) hour of loading/unloading time following the initial two (2) hour grace period.

- 3.2.6 Emergency Request:** Emergency request as ordered by WVDOH District Engineer, or their designee is work that shall be initiated within forty-eight (48) hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.3 of this Solicitation and prominently noted on ADO. Designated emergency requests will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

4.1 This Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract. Vendors may bid any or all contract items.

4.1.1 Determining Low Bid Per Project: To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

4.2 Pricing Pages, Attachment A (“ATT A”): Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed, for each district they would like to bid on. Vendor shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all contract items, and on any or all Districts. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of Contract Items and estimated purchase volumes for both District Eight (8) and District Nine (9). The estimated

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

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.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

4.2.3 Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

4.3 **Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

4.4 **Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

4.5 **Renewal Price Adjustments:** A price adjustments will occur at the time of the contract's renewal, and only if all parties agree to renew the contract for an additional year period under the same terms, conditions, and specifications.

4.5.1 All Contract Items will be adjusted proportionally, upwards, or downwards, based on the percentage change from January 2023 to the most recent index rate available at the time of renewal submission on the Producer Price Index by Commodity: Farm Products: Beets at <https://fred.stlouisfed.org/series/WPU01130232>. If for any reason the index is no longer available at the time of the renewal, an equivalent Beet commodity index will be used.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

EXAMPLE OF ADJUSTMENT:

- The January 2022 index rate was 116,484
- The January 2023 index rate was 126,228
- Contract Item 1 bid price was \$1000 (example only)

An 8.37% change in the Farm Products: Beets index occurred between January 2021 and January 2022. Contract Item 1 will be adjusted proportionally to match the percentage change in the index – therefore would be increased by 8.37%. The contract price for this Contract Item during the renewal period would be adjusted from \$1000.00 per tote to \$1083.70 per tote for the remainder of the renewal contract. The same calculation would be performed for all Contract Items proportionally.

4.5.2 The price adjustments and renewal will be granted or denied at the sole and absolute discretion of the State.

4.5.3 Price adjustments shall be memorialized by a written Change Order which must be reviewed and approved by the WV Purchasing Division to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 Agency Delivery Order (“ADO”): District personnel must issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to “Final”, prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. **Verbal communication with the vendor is not considered an official order.** In the event

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the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.3 Payment:** Upon completion of the order indicated on the ADO, 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, **Vendor must provide written acknowledgement of any ADO's and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO.** In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Delivery Time:** Vendor shall deliver standard orders 10 working days after orders are received, or upon the date negotiated between WVDOH and the Vendor. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received, or upon the expedited timeframe negotiate between WVDOH and the Vendor. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Division.

6.3.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

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/discount of

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 6.5 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. 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 arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 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. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION
De-Sugared Beet Juice De-Icing Solution

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Denver Preston
Telephone Number: o: 260-587-3888 c:260-585-0332
Fax Number: 260-587-3237
Email Address: dpreston@ktechcoatings.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.



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

State of West Virginia
 Centralized Request for Quote
 Chemicals

Proc Folder: 1212088			Reason for Modification:
Doc Description: De-Sugared Beet Juice De-Icing Solution			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-20	2023-05-02 13:30	CRFQ 0803 DOT2300000122	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000042894

Vendor Name : K-Tech Specialty Coatings

Address : PO Box 428

Street :

City : Ashley

State : IN **Country :** USA **Zip :** 46705

Principal Contact : Denver Preston

Vendor Contact Phone: O: 260-587-3888 C: 260-585-0332 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Denver Preston* **FEIN#** 26-1944999 **DATE** 4/24/2023

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for De-Sugared Beet Juice Deicing/Anti-Icing Solution, for use for the treatment of roads and bridges throughout WVDOH District Eight (8) and District Nine (9). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
------------	---------

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	GeoMelt 55 Liquid Organic Additive 275 gallon tote	0.00000	EA	No Bid	

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:
 SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO	SHIP TO
------------	---------

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GeoMelt 55 Liquid Organic 500-2000 gallons	0.00000	GL	No Bid	

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:
 SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	GeoMelt 55 Liquid Organic Additive 2001-4000 gallons	0.00000	GL	\$3.01	

Comm Code	Manufacturer	Specification	Model #
46161506	K-Tech Specialty Coatings	De-Icing Solution	Beet-Heet Concentrate

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WW	No City	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	GeoMelt 55 Liquid Organic Additive 4001 or greater gallons up to 4599 gallons **see below	0.00000	GL	\$2.23	

Comm Code	Manufacturer	Specification	Model #
46161506	K-Tech Specialty Coatings	De-Icing Solution	Beet-Heet Concentrate

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

**4600 gallons - full load - \$2.18/gallon

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Portable Storage Unit Rental, minimum 3800 gallons	0.00000	MO	No Bid	

Comm Code	Manufacturer	Specification	Model #
24111803			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Portable Storage Unit Return, per rental unit	0.00000	EA	No Bid	

Comm Code	Manufacturer	Specification	Model #
24111803			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Demurrage, charged after 2 hr grace period, per each 1/4 HR	0.00000	EA	\$125.00	

Comm Code	Manufacturer	Specification	Model #
76122401			

Extended Description:
 SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-04-26

	Document Phase	Document Description	Page
DOT2300000122	Final	De-Sugared Beet Juice De-Icing Solution	6

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions