



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

# Request for Quotation

RFQ NUMBER

WATERT07

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETTY FRANCISCO  
304-558-0468

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OCI CHEMICAL CORP.  
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SUITE 440  
SHELTON, CT 06484

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/05/2006				

BID OPENING DATE:

09/28/2006

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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## REQUEST FOR QUOTATION

THE PURCHASING DIVISION IS SOLICITING BIDS FOR A  
STATEWIDE CONTRACT TO PROVIDE WATER TREATMENT  
CHEMICALS FOR ALL STATE AGENCIES AND ALL POLITICAL  
SUBDIVISIONS.

MANDATORY PRE-BID: SEPTEMBER 20, 2006, 11:00 AM  
LOCATION: 2019 WASHINGTON ST., EAST  
BLDG. 15  
CHARLESTON, WV 25305

ATTACHMENTS:  
A. ITEM SPECIFICATIONS (3 PAGES)  
B. GENERAL SPECIFICATIONS (2 PAGES)  
C. PRICING PAGE(1 PAGE)  
D. AFFIDAVIT(1 PAGE)

THE STATE OF WEST VIRGINIA RESERVES THE RIGHT TO MAKE  
MULTIPLE AWARDS SHOULD IT BE FINANCIALLY BENEFICIAL.

PRICE INCREASES:  
THIS CONTRACT SHALL ALLOW SUBSTANTIATED PRICE  
INCREASES AT RENEWAL ONLY. SUPPORTING DOCUMENTATION  
SHALL CONSIST OF ACTUAL DOLLAR AMOUNT PASS-THROUGH  
INCREASES FROM THE MANUFACTURER. AT THAT TIME,  
IT WILL BE DECIDED TO ACCEPT THE INCREASE OR  
RE-BID THE CONTRACT.

PRICES BID SHALL BE FIRM FROM THE DATE OF AWARD TO  
365 DAYS THEREAFTER; AND BIDS SHALL INCLUDE ANY AND  
ALL SHIPPING COSTS.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



State of West Virginia  
Department of Administration  
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WATERT07

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/05/2006				

BID OPENING DATE: 09/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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WATER TREATMENT CHEMICALS						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

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REV. 04/11/2001

## VENDOR PREFERENCE CERTIFICATE

CERTIFICATION AND APPLICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).

A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

(✓) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.

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B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;

OR

( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.

BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WATERT07

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TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER:

OCT Chemical Corp.

DATE:

9/22/06

SIGNED:

C. y. d. m. w.

TITLE:

Sales Associate

\* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
BUILDING 15  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF  
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:

BETTY FRANCISCO

RFQ. NO.:

WATERT07

BID OPENING DATE:

SEPTEMBER 28, 2006

BID OPENING TIME:

1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY  
TO CONTACT YOU REGARDING YOUR BID:

203-225-3197

CONTACT PERSON (PLEASE PRINT CLEARLY):

Cartney Upshaw

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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## ATTACHMENT A

## STATEWIDE CONTRACT – WATER06 – ITEM SPECIFICATIONS

<u>ITEM#</u>	<u>DESCRIPTION</u>
1	Aluminum Sulfate, 50 lb. bag, commercial grade  General Chemical or Equal Mfg.: General Chemical or Equal Size: Standard Ground Net Wt.: 50 lb.
2	Calcium Hypochlorite, 45 lb pail, min. 70% chlorine, tablet form for use in swimming pools & water treatment  Norweco or Equal Mfg.: Norweco or Equal Size: 1" Net Wt.: 45 lb.
3	Calcium Hypochlorite, 100 lb drum, min. 70% chlorine, tablet form for use in swimming pools & water treatment  Norweco or Equal Mfg.: Norweco or Equal Size: 1" Net Wt.: 100 lb.
4	Calcium Hypochlorite, 100 lb drum, min. 70%  Induclor (PPG) or Equal Mfg.: Induclor (PPG) or Equal Size: Granular Net Wt.: 100 lb.
5	Liquid Chlorine, 150 lb cylinder – <u>not for swimming pool use</u>  Jones Chemical or Equal Mfg.: Jones Chemical or Equal Size: 150 lb. Net Wt.: 150 lb.

- 6                    **Soda Ash, Anhydrous Sodium Carbonate,  
99% by weight, refined, light, 50 lb**
- FMC – 100 or Equal  
Mfg.: FMC Wyoming Corp. or Equal  
Size: Standard Ground  
Net Wt.: 50 lb.**
- 7                    **Soda Ash, Anhydrous Sodium Carbonate,  
99% by weight, dense, 50 lb**
- FMC – 100 or Equal  
Mfg.: FMC Wyoming Corp. or Equal  
Size: Standard Ground  
Net Wt.: 50 lb.**
- 8                    **Soda Ash, Anhydrous Sodium Carbonate,  
99% by weight, briquettes, 50 lb**
- Western Briquettes or Equal  
Mfg.: Briquettes Co. or Equal  
Net Wt.: 50 lb.**
- 9                    **Sodium Fluoride, 97% Pure, 125 lb. Drum, Course**
- Cryralline Structure (Granular) – to be used to  
Fluoride drinking water  
Chemtech (Solvay) or Equal  
Mfg.: Chemtech (Solvay) or Equal  
Size: Granular  
Net Wt.: 125 lb.**
- 10                   **Hydrated Lime, Min. 71% CAO, 50 lb. bag**
- Carmuse Corp, (Dravo) or Equal  
Mfg.: Carmuse Corp. (Darvo) or Equal  
Net Wt.: 50 lb.**
- 11                   **Caustic Soda, 100% Crystal / Pellets, 55 Gal Drum**
- PPG (Univar) or Equal  
Size: 55 Gal Drum  
Net Wt.: 690 lb.**

- 12                      **Salt for Water Softeners, Pellet**
- System Saver II (Morton) or Equal**  
**Net Wt.: 50 lb bag – 99.5% Pure Salt / .5%**  
**Cleaning resin for softner equipment**
- 13                      **Muratic Acid, Min. 30% by volume**
- Univar (Superior) or Equal**  
**Size: 15 Gal Drum**  
**Net Wt.: 140 lb.**
- 14                      **Cyanuric Acid, Stabilizer for use in swimming**  
**pools**
- Bio-Lab or Equal**  
**Net Wt.: 45 lb.**

## **WATERT07 General Specifications**

### **SCOPE**

This contract is to furnish water treatment chemicals to all state agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); it is preferred a single award for all items be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting shall be held on Wednesday, September 20, 2006, at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

### **General Information**

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the brand and manufacturer's number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "WATERT07 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia.
3. If bidding an "Equal To" other than the brand listed, bidders are required to supply literature with the chemical composition demonstrating the product is In fact equal in quality.
4. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
5. The item or model number(s) may be updated at renewal. If the Purchasing Division extends the offer to renew, and the catalog prices have significant increases, Purchasing may decline and re-bid the contract.
6. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.

## **WATERT07 General Specifications**

7. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
8. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
9. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
10. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
12. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
13. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract; and shall be credited or not invoiced if caught prior to billing.
14. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.

STATEWIDE CONTRACT: WATERT07 - PRICING PAGE - BID OPENING DATE: 09/28/2006, 1:30 PM

ITEM #	Generic Description	EST. USAGE QTY.	UNIT PRICE	EXTENDED PRICE	BRAND/MODEL BID	MIN. ORDER QTY.
1	Aluminum Sulfate, 50 lb bag Comm.	100	\$	\$		
2	Calcium Hypochlorite, Min. 70%, 1", 45 lb pail	125	\$	\$		
3	Calcium Hypochlorite, 1", 100 lb drum	40	\$	\$		
4	Calcium Hypochlorite, Granular, 100 lb drum	50	\$	\$		
5	Liquid Chlorine - 150 lb. cyl.	30	\$	\$		
6	<del>Soda Ash - Refined</del>	140	\$	\$		
7	Soda Ash - Dense	150	\$ 352.59/ton	\$ 52,888.50		25 TONS
8	Soda Ash - Briquettes	105	\$	\$		
9	Sodium Fluoride	145	\$	\$		
10	Hydrated Lime	175	\$	\$		
11	Caustic Soda	180	\$	\$		
12	Salt	200	\$	\$		
13	Muratic Acid	30	\$	\$		
14	Cyanuric Acid	25	\$	\$		
			GRAND TOTAL	\$ 52,888.50		

\* See attached pages 9-13 for exact item specifications

Bidder Information

Name:

OCT Chemical Corp.

Address:

Two Corporate Drive Suite 440  
Shelton, CT 06890

Telephone:

203-225-3117

Fax#:

203-225-3197

Email:

lupshaw@octchemical.com

Signature

*[Handwritten Signature]*

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: OCT Chemical Corp.

Authorized Signature: C. y. [Signature] Date: 9/26/06



## PRODUCT DATA

### SODA ASH (SODIUM CARBONATE, ANHYDROUS) TECHNICAL GRADE

FORMULA	Na <sub>2</sub> CO <sub>3</sub>
NOMENCLATURE	Sodium Carbonate, Anhydrous Soda Ash
CAS NUMBER	497-19-8
CAS INDEX NAME	Carbonic Acid Disodium Salt
GRADE	Technical
MOLECULAR WEIGHT	106.0
DESCRIPTION	Sodium carbonate, anhydrous, is a white odorless, granular material, free of visible contamination. Meets federal specification O-S-571 G, Type II (Lite®) and Type III (Dense). Meets AWWA Std. B201-92. Meets chemical requirements of ASTM Specification D458-79. It has been certified by NSF International to ANSI/NSF Std. 60-1988 for use in the treatment of drinking water at a maximum dosage of 100mg/L.
CONTAINERS	50-and 100-lb. Net weight Paper Bags Jumbo Hopper Rail Cars Bulk Trucks Ocean Vessels Super Sacks

(continued on reverse side)



**OCI CHEMICAL CORP.**

**1/99 REV. 02/03/05**

**Two Corporate Drive, Suite 440  
Shelton, CT 06484  
(203) 225-3100**

All information is offered in good faith, without guarantee or obligation for the accuracy or sufficiency thereof, or the results obtained, and is accepted at user's risk. Nothing herein shall be construed as a recommendation for uses which infringe valid patents or as extending a license under valid patents.

# SODA ASH (SODIUM CARBONATE, ANHYDROUS)

## Technical Grade, continued

**SPECIFICATIONS:** The following tables are for:

### **DENSE:**

PROPERTY	SPECIFICATION	TYPICAL
Sodium Carbonate (%Na <sub>2</sub> CO <sub>3</sub> )	99.6 minimum	99.90
Sodium Oxide (%Na <sub>2</sub> O)	58.3 minimum	58.50
Sodium Sulfate (%Na <sub>2</sub> SO <sub>4</sub> )	0.15 maximum	0.04
Sodium Chloride (%NaCl)	0.08 maximum	0.01
Water Insolubles, %	0.05 maximum	0.02
Bulk Density, lbs/ft <sup>3</sup>	56.2-65.0	60.00
Sieving, % (Cumulative):		
On 20 mesh	0.4 maximum	0.20
On 30 mesh	5.0 maximum	1.90
On 100 mesh	85.0 minimum	96.20
Through 200 mesh	2.0 maximum	0.70

### **LITE®**

PROPERTY	SPECIFICATION	TYPICAL
Sodium Carbonate (%Na <sub>2</sub> CO <sub>3</sub> )	99.2 minimum	99.80
Sodium Oxide (%Na <sub>2</sub> O)	58.1 minimum	58.40
Sodium Sulfate (%Na <sub>2</sub> SO <sub>4</sub> )	0.15 maximum	0.085
Sodium Chloride (%NaCl)	0.09 maximum	0.03
Water Insolubles, %	0.05 maximum	0.03
Bulk Density, lbs/ft <sup>3</sup>	44.0-54.0	48.00
Sieving, % (Cumulative):		
On 20 mesh	5.0 maximum	1.50
On 30 mesh	10.0 maximum	4.00
On 100 mesh	80.0 minimum	89.70
Through 200 mesh	5.0 maximum	1.40

**USES:** The following are some uses for sodium carbonate,

INDUSTRY	APPLICATIONS
Agriculture	Water pond sealant
Ceramics and Glass	In the manufacture of ceramics and glass
Chemical	In manufacture of sodium compounds; in photographic materials; in the neutralization of acids, for pH adjustment; for stack gas scrubbing
Metallurgy	In aluminum production; in metal processing
Petroleum	In petroleum refining; in drilling muds
Pulp and Paper	In manufacture of pulp and paper
Soap and Synthetic Detergents	In manufacture of soaps, cleaners, and detergents; for saponification of fatty acids
Textiles	In the manufacture of textiles; in cotton/fabric bleaching
Water and Waste Treatment	pH and alkalinity control, softener (recarbonation), ion exchange regeneration
Gas Treatment	Flue gas scrubbing for removal of SO <sub>3</sub>