



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 323513

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: VS0000012840

SO Doc ID: DOT1700000079

Legal Name: Chemtek Inc

Published Date: 4/24/17

Alias/DBA:

Close Date: 5/16/17

Total Bid: \$64,750.00

Close Time: 13:30

Response Date: 05/09/2017

Status: Closed

Response Time: 9:13

Solicitation Description: PAVEPRO (or EQUAL) ASPHALT SOLVENT

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder : 323513

Solicitation Description : PAVEPRO (or EQUAL) ASPHALT SOLVENT

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-16 13:30:00	SR 0803 ESR05091700000005441	1

VENDOR

VS0000012840

Chemtek Inc

Solicitation Number: CRFQ 0803 DOT17000000079

Total Bid : \$64,750.00

Response Date: 2017-05-09

Response Time: 09:13:19

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Signature on File

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	275-GALLON TOTE (each) OF PAVEPRO OR EQUAL	8.00000	EA	\$4,950.000000	\$39,600.00

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description : PAVEPRO or EQUAL Asphalt Solvent supplied in 275-gallon tote (each).

Comments: Price Per Tote Including Freight Costs

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	55-GALLON DRUM OF PAVEPRO OR EQUAL	20.00000	DRUM	\$1,127.500000	\$22,550.00

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description : PAVEPRO or EQUAL Asphalt Solvent supplied in 55-gallon drum.

Comments: Price Per Drum Including Freight Costs

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	5-GALLON PAIL OF PAVEPRO OR EQUAL	20.00000	PAIL	\$130.000000	\$2,600.00

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description : PAVEPRO or EQUAL Asphalt Solvent supplied in 5-gallon pail.

Comments: Price Per Pail Including Freight Costs

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Chemtek, Inc

Authorized Signature: [Signature] Date: 5-9-17

State of NC

County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 9th day of May, 2017.

My Commission expires December 19, 2020

NOTARY PUBLIC

[Signature]

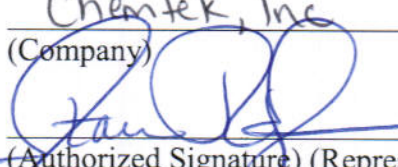
Purchasing Affidavit (Revised 08/01/2015)



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.

Cameron Skalski, ParePro Customer Support Rep
(Name, Title)
Cameron Skalski, ParePro Customer Support Rep
(Printed Name and Title)
3005 Carrington Mill Blvd, Ste 340 Morrisville, NC 27560
(Address)
888-389-3189 / 919-246-9097
(Phone Number) / (Fax Number)
Cameron.Skalski@parepro.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Chemtek, Inc
(Company)
 Starr R. Husketh Vice President
(Authorized Signature) (Representative Name, Title)
Starr R. Husketh, Vice President
(Printed Name and Title of Authorized Representative)
5-9-17
(Date)
(919) 246-9097 phone & Fax
(Phone Number) (Fax Number)

CRFQ 0803 DOT1700000079
REQUEST FOR QUOTATION
PAVEPRO or Equal – ASPHALT SOLVENT

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 quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities or items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Kat Murray
Telephone Number: 919-812-6617
Fax Number: 919-246-9097
Email Address: Kat.Murray@chemtek.us

VENDOR PREFERENCE CERTIFICATE

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

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

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

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

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

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

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

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

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

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

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

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

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

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: Chemtek, Inc

Signed: Kat Munn

Date: 5/9/2017

Title: Marketing Director / Sales Manager

GHS Safety Data Sheet

Issue Date: June 01, 2015

Revision Date: October 5, 2015

Section 1: Identification

Product Name: PavPro Green
Recommended Use: Biodegradable Asphalt Solvent – Commercial Use
Manufacturer: Chemtek Incorporated
 PO Box 14461
 Research Triangle Park, NC 27709
 United States
www.chemtekinc.com sales@chemtekinc.com
 Phone: 888-229-0931 Fax: 888-811-9173

Emergency Telephone Number: INFOTRAC 800-535-5053 - 24 Hour

Section 2: Hazard Identification

United States (US)

OSHA 29 CFR 1910.1200 HCS Status

This material is not considered hazardous by the OSHA Hazard Communication Standard.

Classification: Not Classified as Hazardous

Physical Hazards: Not Classified

Health Hazards: Mild Eye Irritant Category 2

Environmental Hazards: Not Classified

OSHA Defined Hazards: Not Classified

GHS Label Elements

Hazard Symbol: None

Signal Word: No Signal Word

Hazard Statement: No known significant health or environmental effects or critical hazards. May cause eye irritation.

Precautionary Statements - General:

Keep out of reach of children.

Read label before use.



NFPA704

Section 3: Composition/Information on Ingredients

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to the health or the environment. The exact composition of this mixture is a trade secret.

Section 4: First- Aid Measures

First Aid Measures:

Inhalation: If person breathes in large amounts of material, move the exposed person to fresh air at once. If symptoms persist, seek medical attention.

Skin Contact: Wash with soap and water. Remove contaminated clothing.

Eye Contact: Flush with water for at least 15 minutes. If irritation persists see a physician.

Ingestion: If material has been swallowed, DO NOT induce vomiting. Seek medical attention immediately.

Most important symptoms/effects, both acute and delayed:

Potential acute health effects

Eye Contact: No known significant effects or critical hazards.

Inhalation: No known significant effects or critical hazards.

Skin Contact: No known significant effects or critical hazards.

Ingestion: No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye Contact: Adverse symptoms may include the following: pain or irritation, watering, redness.

Inhalation: Adverse symptoms may include the following: respiratory tract irritation coughing.

Skin Contact: Adverse symptoms may include the following: irritation, redness.

Ingestion: No known significant effects or critical hazards.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to Physician: Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Specific treatments: No specific treatments

Protection of first-aiders: No action shall be taken involving any personal risk or without suitable training.

See toxicological information (Section 11)

Section 5: Firefighting Measures

Suitable Extinguishing Media: Use water spray to cool fire exposed surfaces and to protect personnel. Foam, dry chemical or water spray (fog) to extinguish fire.

Unsuitable Extinguishing Media: None

Unusual Fire & Explosion Hazards: None

Special Protective Equipment

& Precautions for Firefighters: Self-contained breathing apparatus. Handle as an oil fire (Class B fire procedures).

Section 6: Accidental Release Measures

Personal Precautions: Wear protective clothing. Avoid contact with skin and eyes.

Environmental Precautions: Dilute well with water. Avoid discharge into aquatic environment.

Spill: Contain with dikes or absorbent to prevent migration to sewers/streams. Take up small spill with dry chemical absorbent; large spills may require pump or vacuum prior to absorbent. May require excavation of severely contaminated soil.

Section 7: Handling & Storage

Precautions for Safe Handling: Keep temperature below 200°F and above 15°F Clean up all spills. Open container carefully if product appears to be under pressure. Wash hands thoroughly after handling. PavePro Green is a strong solvent, and may attack certain kinds of rubber articles. Users should satisfy themselves that it is appropriate for their application. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate.

Conditions for Safe Storage: Store in a closed container above 40°F and below 200°F. Store in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10).

Section 8: Exposure Controls/Personal Protection

Control Parameters:	Not Applicable – no control parameters.
Appropriate Engineering Controls:	Use with adequate ventilation.
Personal Protective Equipment:	Wear protective nitrile gloves and splash-proof goggles, where splash hazard exists.

Section 9: Physical & Chemical Properties

Appearance:	Green liquid	Flammability:	Not flammable
Odor:	Mild	Flammability Limits:	Not Determined
Odor Threshold:	Not Determined	Vapor Pressure:	Not Determined
pH:	Not Determined	Vapor Density:	(Air=1) >1
Melting Point:	Not Determined	Relative Density (specific gravity):	.90 +/-
Freezing Point:	20°F	Solubility:	Emulsifies
Initial Boiling Point:	>400°F	Partition Coefficient:	Not Determined
Boiling Range:	Not Determined	Autoignition Temperature:	Not Determined
Flash Point:	>200°F	Decomposition Temperature:	Not Determined
Evaporation Rate:	(ETHER=1) >1		

Section 10: Stability & Reactivity

Chemical Stability:	Material is stable under normal conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to Avoid:	Extreme heat or pressure.
Incompatible Materials:	Materials to avoid: strong oxidizers.
Hazardous Decomposition Products:	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11: Toxicological Information

Information on toxicological effects

Acute Toxicity

Result:	LD50 Oral
Species:	Rat
Dose:	17400 mg/kg

Irritation/Corrosion

Inhalation:	No data available.
Skin:	No data available.
Eye:	No data available.
Ingestion:	No data available.

Delayed and Immediate Effects; Chronic Effects from Short and Long-Term Exposure:

Skin Sensitizer:	Not a skin sensitizer
Mutagenicity:	No
Carcinogenicity:	Contains no carcinogens as determined by the standard.
Reproductive Toxicity:	Does not contain any known or suspected reproductive hazards.
Respiratory Sensitizer:	Not a respiratory sensitizer.

Section 12: Ecological Information

Ecotoxicity: This product is not classified as environmentally hazardous.

Persistence & Degradability: Not Determined.

Bioaccumulative Potential: Not Determined.

Mobility in Soil: Not Determined.

Other Adverse Effects: No known significant effects or critical hazards.

Section 13: Disposal Considerations

Disposal Methods: Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Section 14: Transport Information

	14.1 UN	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.1 Packing Group	14.5 Environmental hazards
DOT	None	None	Non-hazardous	None	None
TDG	None	None	Non-hazardous	None	None
IMO/IMDG	None	None	Non-hazardous	None	None
IATA/ICAO	None	None	Non-hazardous	None	None

Section 15: Regulatory Information

U.S. Federal regulations: TSCA 8(a) CDR Exempt/Partial exemption: Not determined.
United States inventory (TSCA 8b): All components are listed or exempted.

Clean Air Act Section 602 Class I Substances: Not listed

Clean Air Act Section 602 Class II Substances: Not listed

Clean Air Act Section 112(b) Hazardous Air Pollutants (HAPs): Not listed

DEA List I Chemicals (Precursor Chemicals): Not listed

DEA List II Chemicals (Essential Chemicals): Not listed

SARA 302/304

Composition/information on ingredients: No products were found

SARA 304 RQ: Not applicable

SARA 311/312

Classification: Not applicable

Composition/information on ingredients: No products were found

SARA 313

This product (does/not) contain toxic chemical subject to the reporting requirements of SARA Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 and of 40 CFR 372.

Section 16: Other Information

Last Revision Date: October 5, 2015

Preparation Date: June 01, 2015

Disclaimer/Statement of Liability:

Chemtek makes no warranty either expressed or implied, with respect to the completeness or continuing accuracy of this information and disclaims all liability for reliance thereon. User should satisfy himself that he has all current data relevant to his particular needs.