



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 356509

Doc Description: LIQUID CALCIUM CHLORIDE (DOT6618C005)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-28	2017-09-08 13:30:00	CRFQ 0803 DOT1800000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
Bays Trucking + Excavation, Inc.
728 Stanford Rd.
Bedley, WV 25801
304-541-0082 304-255-2297

09/08/17 12:00:28
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Clarence E Bay Pres.* FEIN # *52-240-6470* DATE *9-5-17*

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide Liquid Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways per attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
51182401			

Extended Description :

LIQUID CALCIUM CHLORIDE:

Note: Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s) for bid pricing.

If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit_A Pricing Pages and the Exhibit_B Pricing Page to their bid.

See Section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EST:	2017-09-01

DOT1800000018	Document Phase Final	Document Description LIQUID CALCIUM CHLORIDE (DOT6618C005)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendor shall submit one unit price per County which shall include all locations in that County. Vendor may bid any or all Counties.

Unit of Measure shall be PER GALLON.

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

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

Award shall be to the low-bid Vendor per County.

DISTRICT 1

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Boone	Roch Branch	5,000		
Boone	Total Estimated Quantity for County	5,000	\$ 0.83	\$ 4,150.00
Clay	Widen Road & CR 11	3,000		
Clay	Total Estimated Quantity for County	3,000	\$ 0.83	\$ 2,490.00
Kanawha	Chelyan	10,000		
Kanawha	Elkview	5,000		
Kanawha	North Charleston	5,000		
Kanawha	St. Albans	10,000		
Kanawha	I-64 @ Scary Creek	5,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	0		
Kanawha	I-77 @ Sissonville	5,000		
Kanawha	I-79 @ Amma	5,000		
Kanawha	Corridor G @ Alum Creek	5,000		
Kanawha	Total Estimated Quantity for County	50,000	\$ 0.83	\$ 41,500.00
Mason	Pt. Pleasant	6,000		
Mason	Total Estimated Quantity for County	6,000	\$ 0.83	\$ 4,980.00
Putnam	Hurricane @ Rt. 34	5,000		
Putnam	Total Estimated Quantity for County	5,000	\$ 0.83	\$ 4,150.00
Estimated Totals per District		69,000		\$ 57,270.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 2

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Cabell	Barboursville	5,000		
Cabell	I-64 @ Huntington	5,000		
Cabell	Total Estimated Quantity for County	10,000	\$ 0.90	\$ 9,000.00
Lincoln	West Hamlin	3,000		
Lincoln	Yawkey	3,000		
Lincoln	Harts	3,000		
Lincoln	Total Estimated Quantity for County	9,000	\$ 0.90	\$ 8,100.00
Logan	Corridor G @ Chapmanville	4,000		
Logan	Wilkinson	5,000		
Logan	Total Estimated Quantity for County	9,000	\$ 0.90	\$ 8,100.00
Mingo	Corridor G @ Miller's Creek	5,000		
Mingo	Gilbert	7,000		
Mingo	Total Estimated Quantity for County	12,000	\$ 0.90	\$ 10,800.00
Wayne	Pritchard	5,000		
Wayne	Wayne	5,000		
Wayne	Crum	3,000		
Wayne	Total Estimated Quantity for County	13,000	\$ 0.90	\$ 11,700.00
Estimated Totals per District		53,000		\$ 47,700.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 3

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Calhoun	Millstone	6,000		
Calhoun	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Jackson	Ripley	6,000		
Jackson	I-77 @ Medina	6,000		
Jackson	Total Estimated Quantity for County	12,000	\$ 0.90	\$ 10,800.00
Pleasants	Belmont	6,000		
Pleasants	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Ritchie	APD Pennsboro	6,000		
Ritchie	Ellenboro	6,000		
Ritchie	Corridor D @ Nutter Farm	6,000		
Ritchie	Total Estimated Quantity for County	18,000	\$ 0.90	\$ 16,200.00
Roane	Spencer	6,000		
Roane	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Wirt	Elizabeth	6,000		
Wirt	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Wood	Parkersburg @ Rt. 95S	6,000		
Wood	I-77 @ Parkersburg	6,000		
Wood	Corridor D @ Riverhill	6,000		
Wood	Total Estimated Quantity for County	18,000	\$ 0.90	\$ 16,200.00
Estimated Totals per District		72,000		\$ 64,800.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 4

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Doddridge	Smithburg	2,000		
Doddridge	Total Estimated Quantity for County	2,000	\$ 0.90	\$ 1,800.00
Harrison	Gore	2,000		
Harrison	I-79 @ Lost Creek	2,000		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Marion	Fairmont	2,000		
Marion	Mannington	2,000		
Marion	Total Estimated Quantity for County	4,000	\$ 0.90	\$ 3,600.00
Monongalia	I-79 @ Goshen Road	2,000		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	2,000		
Monongalia	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Preston	Albright	2,000		
Preston	Aurora	2,000		
Preston	Bruceton Mills	2,000		
Preston	Fellowsville	2,000		
Preston	Terra Alta	2,000		
Preston	I-68 @ Cooper's Rock	2,000		
Preston	Total Estimated Quantity for County	12,000	\$ 0.90	\$ 10,800.00
Taylor	Fetterman/Prunytown	2,000		
Taylor	Total Estimated Quantity for County	2,000	\$ 0.90	\$ 1,800.00
Estimated Totals per District		32,000		\$ 28,800.00

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Unit of Measure shall be PER GALLON.

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

Award shall be to the low-bid Vendor per County.

DISTRICT 5

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	2,000		
Berkeley	1867 Rock Cliff Drive (0502)	2,000		
Berkeley	I-81 @ Exit 8 (0571)	2,000		
Berkeley	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Grant	Petersburg	2,000		
Grant	Mt. Storm	2,000		
Grant	Total Estimated Quantity for County	4,000	\$ 0.90	\$ 3,600.00
Hampshire	Romney	2,000		
Hampshire	Capon Bridge	2,000		
Hampshire	Slanesville	2,000		
Hampshire	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Hardy	Moorefield	2,000		
Hardy	Moorefield, Corridor H, Section 2	2,000		
Hardy	Baker	2,000		
Hardy	Total Estimated Quantity for County	6,000	\$ 0.90	\$ 5,400.00
Jefferson	Charles Town (0519)	2,000		
Jefferson	Total Estimated Quantity for County	2,000	\$ 0.90	\$ 1,800.00
Mineral	New Creek	2,000		
Mineral	Sky Line	2,000		
Mineral	Short Gap	2,000		
Mineral	Burlington	2,000		
Mineral	Total Estimated Quantity for County	8,000	\$ 0.90	\$ 7,200.00
Morgan	Berkeley Springs	2,000		
Morgan	Total Estimated Quantity for County	2,000	\$ 0.90	\$ 1,800.00
Estimated Totals per District		34,000		\$ 30,600.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 6

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Brooke	Wellsburg	8,000		
Brooke	Weirton	8,000		
Brooke	Total Estimated Quantity for County	16,000	\$ 0.90	\$ 14,400.00
Hancock	New Manchester	8,000		
Hancock	Total Estimated Quantity for County	8,000	\$ 0.90	\$ 7,200.00
Marshall	Glen Dale	8,000		
Marshall	Cameron	8,000		
Marshall	Total Estimated Quantity for County	16,000	\$ 0.90	\$ 14,400.00
Ohio	Triadelphia	8,000		
Ohio	I-70 @ Triadelphia	8,000		
Ohio	Total Estimated Quantity for County	16,000	\$ 0.90	\$ 14,400.00
Tyler	Sistersville	8,000		
Tyler	Total Estimated Quantity for County	8,000	\$ 0.90	\$ 7,200.00
Wetzel	New Martinsville	8,000		
Wetzel	Pine Grove	8,000		
Wetzel	Hundred	8,000		
Wetzel	Total Estimated Quantity for County	24,000	\$ 0.90	\$ 21,600.00
Estimated Totals per District		88,000		\$ 79,200.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 7

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Barbour	Phillipi	5,000		
Barbour	Belington	5,000		
Barbour	Total Estimated Quantity for County	10,000	\$ 0.90	\$ 9,000.00
Braxton	Gassaway	5,000		
Braxton	I-79 @ Coon Knob	5,000		
Braxton	I-79 @ Burnsville	5,000		
Braxton	Total Estimated Quantity for County	15,000	\$ 0.90	\$ 13,500.00
Gilmer	Glenville	5,000		
Gilmer	Total Estimated Quantity for County	5,000	\$ 0.90	\$ 4,500.00
Lewis	Weston (Ben Dale)	5,000		
Lewis	Corridor H @ Mudlick	2,000		
Lewis	Total Estimated Quantity for County	7,000	\$ 0.90	\$ 6,300.00
Upshur	Clow Lot @ Buckhannon	5,000		
Upshur	Kanawha Head	5,000		
Upshur	Total Estimated Quantity for County	10,000	\$ 0.90	\$ 9,000.00
Webster	Hacker Valley	5,000		
Webster	Total Estimated Quantity for County	5,000	\$ 0.90	\$ 4,500.00
Estimated Totals per District		52,000		\$ 46,800.00

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

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DISTRICT 8

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Pendleton	Franklin, 220 North	2,000		
Pendleton	Franklin, 220 South	2,000		
Pendleton	Total Estimated Quantity for County	4,000	\$ 0.90	\$ 3,600.00
Pocahontas	Marlinton	6,000		
Pocahontas	Seebert	2,000		
Pocahontas	Greenbank	2,000		
Pocahontas	Bartow (Thornwood)	2,000		
Pocahontas	Slaty Fork	2,000		
Pocahontas	Total Estimated Quantity for County	14,000	\$ 0.90	\$ 12,600.00
Randolph	Elkins	2,000		
Randolph	Harman	2,000		
Randolph	Mill Creek	2,000		
Randolph	Corridor H Lot @ Elkins	2,000		
Randolph	Total Estimated Quantity for County	8,000	\$ 0.90	\$ 7,200.00
Tucker	Parsons	2,000		
Tucker	Thomas	2,000		
Tucker	Total Estimated Quantity for County	2,300	\$ 0.90	\$ 2,070.00
Estimated Totals per District		28,300		\$ 25,470.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 9

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Fayette	Oak Hill	6,000		
Fayette	Lookout	8,000		
Fayette	Falls View	6,000		
Fayette	Total Estimated Quantity for County	20,000	\$ 0.83	\$ 16,600.00
Greenbrier	Lewisburg	5,000		
Greenbrier	Crawley	7,000		
Greenbrier	I-64 @ Hart's Run	7,000		
Greenbrier	Total Estimated Quantity for County	19,000	\$ 0.83	\$ 15,770.00
Monroe	Union	6,000		
Monroe	Peterstown	6,000		
Monroe	Total Estimated Quantity for County	12,000	\$ 0.83	\$ 9,960.00
Nicholas	Summersville	2,000		
Nicholas	Curtin	2,000		
Nicholas	Corridor L @ Muddlety	6,000		
Nicholas	Total Estimated Quantity for County	10,000	\$ 0.83	\$ 8,300.00
Summers	Hinton	6,000		
Summers	Total Estimated Quantity for County	6,000	\$ 0.83	\$ 4,980.00
Estimated Totals per District		67,000		\$ 55,610.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 10

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
McDowell	Havaco	20,000		
McDowell	Yukon	8,000		
McDowell	Johnnycake Mountain	8,000		
McDowell	Total Estimated Quantity for County	36,000	\$ 0.90	\$ 32,400.00
Mercer	Princeton @ WV 20	16,000		
Mercer	Flat Top	4,000		
Mercer	I-77 @ Princeton	20,000		
Mercer	Total Estimated Quantity for County	40,000	\$ 0.83	\$ 33,200.00
Raleigh	Skelton	28,000		
Raleigh	Bolt	16,000		
Raleigh	I-64 @ Bragg	20,000		
Raleigh	Total Estimated Quantity for County	64,000	\$ 0.83	\$ 53,120.00
Wyoming	Pineville	16,000		
Wyoming	Still Run	8,000		
Wyoming	Total Estimated Quantity for County	24,000	\$ 0.83	\$ 19,920.00
Estimated Totals per District		164,000		\$ 138,640.00

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Pricing Exhibit B Liquid Calcium Chloride
Page

F.O.B. Vendor's Storage Site

Location of Storage Site		Cost Per Gallon*
Bays Service Center		\$0.88
156 Queen Ann Dr. Beckley, WV 25801		
		\$ -
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*Bid price shall include cost of vendor loading WVDOH trucks.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Bays Trucking & Excavation, Inc.

Address: 728 Stanaford Rd. Beckley, WV 25801

Contracting business entity's authorized agent: Clarence Bays

Address: 728 Stanaford Rd. Beckley, WV 25801

Number or title of contract: 304-541-0082 President

Type or description of contract: Liquid Calcium Chloride

Governmental agency awarding contract: DOT

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

[Blank lines for names of interested parties]

Signature: Clarence E. Bays Pres Date Signed: 9/5/2017

Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Raleigh:

I, Clarence Bays, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 5 day of September, 2017.

Kimberly D. Cox
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bays Trucking & Excavation, Inc.

Authorized Signature: Clarence E Bays Pres. Date: 9/5/2017

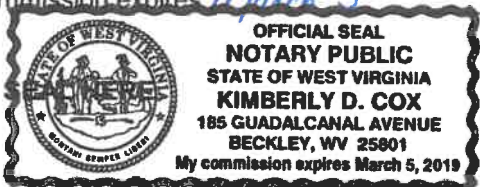
State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 5th day of September, 2017.

My Commission expires March 5th, 2019.

AFFIX



NOTARY PUBLIC

Kimberly D. Cox

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- 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: Bays Trucking & Excavation, Inc.

Signed: Clarence E. Bays Pres.

Date: 9/5/2017

Title: President

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide Liquid Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.2.1 below.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and Exhibit B, and used to evaluate the Solicitation.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“WVDOH”** used through this Solicitation means the West Virginia Division of Highways.

 - 2.5 **“ASTM”** used throughout this Solicitation means American Society for Testing and Materials. Reference: www.astm.org.

 - 2.6 **“Contractor” or “Vendor”** 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 modified by all subsequent annual Supplemental Specifications, are interchangeable.

 - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

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3. GENERAL REQUIREMENTS:

- 3.1** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 105.3, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A hard copy of these Standard Specs may be purchased using the attached **Exhibit_C** 2017 Spec Book Order Form from:

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

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

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

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

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

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

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

The WVDOH may conduct sampling and testing to verify material quality at any time during the life of this contract.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for Liquid Calcium Chloride for all WVDOH delivery/storage location sites.

- A Contract shall be awarded to the Vendor(s) that provide Liquid Calcium Chloride meeting the required specifications for those counties for which their bid is low per Pricing Pages, Exhibit A.
- A Contract shall be awarded to any Vendor that submits a bid pricing per Pricing Page, **Exhibit B** for pickup by WVDOH forces from the Vendors' storage site. Pickup by WVDOH forces shall only be used by the WVDOH due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

4.2 Pricing Pages:

4.2.1 Vendor should complete the Pricing Pages, **Exhibit A** by providing delivery unit prices for Liquid Calcium Chloride, per County. Vendors may bid any or all Counties on the Pricing Pages, **Exhibit A**. Vendor shall submit one bid price for a specific County which shall include all that County's locations at one unit price. The **Exhibit A** Pricing Pages have been provided in Excel and formatted to automatically calculate the Extended price when the Unit Price is entered by Vendor. The Vendor is responsible for ensuring the calculations for their bid is correct before submitting.

4.2.2 Due to unforeseen circumstances, if the need should arrive for the WVDOH Forces to pick up Liquid Calcium Chloride from a Vendor's storage site(s), if the Vendor agrees to provide the pickup option to the WVDOH, the Vendor should provide pick up unit prices by completing Pricing Pages, **Exhibit B**. The Vendor shall provide the storage site's 911 address or most recent physical address on Pricing Page, **Exhibit B**.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. **The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract. Vendor's failure to agree to accept the State of West Virginia's Purchasing Card as payment for orders under this Contract shall result in total disqualification of award of this contract.**

6. DELIVERY AND RETURN:

6.1 Delivery Time: A Delivery Order will be issued to the awarded Vendor at the time of need. There is no typical or average order size. When a Delivery Order is issued to an awarded Vendor, a delivery date of seven (7) working days shall be established by the WVDODH and provided on the Delivery Order; however, the WVDODH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

An initial delivery must be made on the established delivery date with delivery filled within 14 working days. The first day of the seven (7) working days will be

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considered 12:01 AM, the morning (working day) following the issue of the Delivery Order.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

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

Original delivery tickets for each delivered load to the WVDOH storage sites must be signed and retained by a WVDOH representative at the delivery location.

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

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

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

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

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the cancelled Delivery Order.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D 98 or it will be denied receipt. Arrangement shall be made with the Vendor 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. 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.
- 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.

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- 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 delivery 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 RFQ 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 of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 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: Clarence Bays
Telephone Number: 304-541-0082
Fax Number: 304-255-6872
Email Address: bayservices@saddanlink.net

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.

Clarence E Bays, Pres.
(Name, Title)
Clarence Bays President
(Printed Name and Title)
728 Stanford Rd. Beckley, WV 25801
(Address)
304-541-0082 304-255-6872
(Phone Number) / (Fax Number)
bayservices@suddenlink.net
(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.

Bays Trucking + Excavation, Inc
(Company)

Clarence E Bays Pres.
(Authorized Signature) (Representative Name, Title)

Clarence Bays President
(Printed Name and Title of Authorized Representative)

9-5-17
(Date)

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