



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 @ 5

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1174455	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: <input type="text" value="VC0000066685"/>	SO Doc ID: DOT2300000108
Legal Name: WARNER GRAHAM LLLP	Published Date: 4/4/23
Alias/DBA: WARNER GRAHAM COMPANY	Close Date: 4/12/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: <input type="text" value="04/11/2023"/>	Status: Closed
Response Time: <input type="text" value="11:48"/>	Solicitation Description: <input type="text" value="ADDENDUM NO_1 Calcium Magnesium Acetate&Low Corr. Pre-Wet"/>
Responded By User ID: <input type="text" value="KBoley"/>	Total of Header Attachments: 5
First Name: <input type="text" value="Kim"/>	Total of All Attachments: 5
Last Name: <input type="text" value="Boley"/>	
Email: <input type="text" value="kboley@warnergraham.com"/>	
Phone: <input type="text" value="410-667-6200"/>	



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1174455
Solicitation Description: ADDENDUM NO_1 Calcium Magnesium Acetate&Low Corr. Pre-Wet
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-04-12 13:30	SR 0803 ESR04112300000005000	1

VENDOR
 VC0000066685
 WARNER GRAHAM LLLP

Solicitation Number: CRFQ 0803 DOT2300000108
Total Bid: 0
Response Date: 2023-04-11
Response Time: 11:48:52
Comments:

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Calcium Magnesium Acetate	0.00000	TON	2626.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Pre-Wetting Agent, No-Chlorides	0.00000	GL	12.870000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Calcium Magnesium Acetate with Low Corrosive Pre-Wetting Agent
ATTACHMENT A PRICING PAGE (ATT A)

Vendors Name: _____

VENDOR INSTRUCTIONS: Vendor shall provide their bid prices below for the Contract Items for which they are bidding. Vendors may bid any or all Contract Items. Contract(s) shall be awarded to the lowest bidding Vendor, per Contract Item. Vendor shall factor delivery expenses into their bid price. Delivery shall be F.O.B. destination to the following address:

WVDOH District 9, Fayette County Headquarters
3121 East Main Street
Oak Hill, WV 25901

Contract Item	Description	Estimated Qty*	Unit of Measure	Cost Per Unit of Measure
1	Calcium Magnesium Acetate	100	Tons	\$2,626.00
2	Pre-Wetting Agent, No-Chlorides	1000	Gallons	\$12.87

*Quantities listed on these Pricing Pages, ATT A, are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

Calcium Magnesium Acetate with Low Corrosive Pre-Wetting Agent
ATTACHMENT A PRICING PAGE (ATT A)

Vendors Name: _____

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WVDOH District 9, Fayette County Headquarters
3121 East Main Street
Oak Hill, WV 25901

Contract Item	Description	Estimated Qty*	Unit of Measure	Cost Per Unit of Measure
A	Calcium Magnesium Acetate	60	Tons	
B	Pre-Wetting Agent, No-Chlorides	1000	Gallons	

*Quantities listed on these Pricing Pages, ATT A, are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

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

(Printed Name and Title) Kim Boley / Sales Mgr Specialty Chemicals
(Address) P.O. Box 249 (160 Church Lane), Cockeysville, MD 21030
(Phone Number) / (Fax Number) 410.667.6200 / 410.628.0617
(Email address) KBoley@warnergraham.com

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

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

WARNER GRAHAM LLP
(Company)
Kim Boley
(Signature of Authorized Representative)
Kim Boley Sales Manager Specialty Chemicals
(Printed Name and Title of Authorized Representative) (Date)
410.667.6200 x102 ; 410.628.0617
(Phone Number) (Fax Number)
KBoley@warnergraham.com
(Email Address)



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

State of West Virginia
 Centralized Request for Quote
 Chemicals

Proc Folder: 1174455		Reason for Modification: ADDENDUM NO_1 Vendor Questions and Responses Modify Specifications
Doc Description: ADDENDUM NO_1 Calcium Magnesium Acetate&Low Corr. Pre-Wet		
Proc Type: Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No
2023-04-04	2023-04-12 13:30	CRFQ 0803 DOT2300000108
		Version
		2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VC0000066685
Vendor Name: WARNER GRAHAM LLP
Address: PO Box 249
Street: 160 CHURCH LANE
City: COCKEYSVILLE
State: MD **Country:** USA **Zip:** 21030
Principal Contact: Kim Boley
Vendor Contact Phone: 410-667-6200 **Extension:** 102

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

Vendor Signature X *Kim Boley* **FEIN#** 521507828 **DATE** 4/11/2023

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

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

(Printed Name and Title) Kim Boley / Sales Mgr Specialty Chemicals
(Address) P.O. Box 249 (160 Church Lane), Cockeysville, MD 21030
(Phone Number) / (Fax Number) 410.667.6200 / 410.628.0617
(Email address) KBoley@warnergraham.com

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

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

WARNER GRAHAM LLP
(Company)
Kim Boley
(Signature of Authorized Representative)
Kim Boley Sales Manager Specialty Chemicals
(Printed Name and Title of Authorized Representative) (Date)
410.667.6200 x102 ; 410.628.0617
(Phone Number) (Fax Number)
KBoley@warnergraham.com
(Email Address)



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

State of West Virginia
 Centralized Request for Quote
 Chemicals

Proc Folder: 1174455		Reason for Modification:	
Doc Description: ADDENDUM NO_1 Calcium Magnesium Acetate&Low Corr. Pre-Wet		ADDENDUM NO_1 Vendor Questions and Responses Modify Specifications	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-04	2023-04-12 13:30	CRFQ 0803 DOT2300000108	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

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

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

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community .

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent for use by the WVDOH on the New River Gorge Bridge. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Calcium Magnesium Acetate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Pre-Wetting Agent, No-Chlorides	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
46161506			

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

SCHEDULE OF EVENTS

Line

Event

Event Date

1

Tech Questions due by 10:00am

2023-04-03

SOLICITATION NUMBER: CRFQ DOT2300000108

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT23000000108 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Vendor Questions and Responses

Modify Specifications

Bid Opening remains 04/12/2023 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT 23*108 CMA 6623C028 Calcium Magnesium Acetate with Low Corrosive Pre-Wetting Agent

Responses to Questions from Vendors

Question 1

Will the bid be publicly read when solicitation closes? If so, what is the address in case I want to attend? When opened, will it be shown via platform like "Teams" or "Webex"?

Answer 1

Vendors may attend the bid opening in person; no online platform is available for observing bid openings remotely. Vendor attendance of the bid opening is optional. Please see #7 of "Instructions to Vendors Submitting a Bid" (located in the front of the Terms and Conditions document) for additional information.

Question 2

When will contract be awarded?

Answer 2

The contract award date will be announced by the West Virginia Purchasing Division after bids have been evaluated and an award recommendation has been made.

Question 3

Please confirm delivery requirement is 10 working days under Section 6.2 of Specifications and not 48 hours under section 3.4.

Answer 3

The 48-hour timeline outlined in Section 3.4. Emergency Request is for emergency requests ONLY. All regular, non-emergency requests fall under the 10-day timeline described in Section 6.2 of the Specifications.

Question 4

Will quarterly reports be required?

Answer 4

Quarterly reports shall be provided by the vendor if requested by the Agency or by the West Virginia Purchasing Division. Section 8.3 of the Specifications and Section 39 of the Terms and Conditions detail this requirement.

Question 5

Under "Specifications", Section 4.4.1, the price index you reference is not current. The latest one is <https://fred.stlouisfed.org/series/PCU327327>

Answer 5

Thank you for bringing this to our attention. The link provided did not default to the Adjusted Monthly version of the index. Section 4.4 of the Specs has been revised and now includes the link to the Producer Price Index by Commodity: Nonmetallic Mineral Products: Nonmetallic Minerals and Products, Not Elsewhere Classified index – Adjusted Monthly.

Question 6

Under "Specifications", Section 3.2, the list of requirements is not shown, although previous RFQ's had the following. Will these be required for this RFQ? If so, can you provide a link, or the pages themselves for the Addendum Acknowledgement Form, Purchasing Affidavit and the Ethics/Disclosure Form?

3.2 Mandatory Items to be Included with the Bid: The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- **Certification and Signature Page**
- **Addendum Acknowledgement Form**
- **Valid West Virginia Contractor's License, if applicable.**
- **Contract Manager Page**
- **Attachments included in solicitation package (ATT A, ATT B, etc.)**
- **Purchasing Affidavit (properly notarized)**
- **Ethics/Disclosure Form (properly notarized)**
- **Valid Certificate of Insurance; and,**
- **Any other required forms or supporting information as described herein.**

Answer 6

Your question references a past solicitation and is not relevant to this solicitation (CRFQ DOT23000000108). Vendors must submit the Pricing Page (ATT A) for the current solicitation in their bid submission and should complete and submit all forms provided and/or requested within the Terms and Conditions document

provided in the wvOASIS solicitation. The Purchasing Affidavit and Ethics Disclosure Form are not required. The Addendum Acknowledgement form can be found with the Terms and Conditions document.

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent for use by the WVDOH on the New River Gorge Bridge.

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

 - 2.2 **“CMA”** - Calcium Magnesium Acetate.

 - 2.3 **“cP” or “Centipoise”** - The unit of measure for dynamic viscosity

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

 - 2.5 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

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

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

 - 2.8 **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.2.1 of these Specifications.

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

3. GENERAL REQUIREMENTS:

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

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

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

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

3.2.1 Calcium Magnesium Acetate (CMA) shall conform to the following product specifications and shall be delivered in bulk.

Composition: A nominal (3:7 Ca to Mg molar ratio) CMA of this analysis:

CMA	91% Minimum
Water (Free and Hydration)	5% Maximum
Water-Insoluble Material	4% Maximum

Particle Size:	Sieve 4 90% Minimum
	Sieve 14 10% Maximum
Particle Shape:	Hard, Angular, Asymmetrical Granules
Specific Gravity:	Minimum 1.2
Bulk Density:	40 lb/ft ³ to 44 lb/ft ³
Residual Base:	Maximum 0.4 meg base/gm sample
Product pH:	pH 8 to 10 in a 10% solution

3.2.2 Low Corrosive Pre-Wetting Agent/No Chlorides

Density:	At 68°F. 10.7 lbs/gallon
Viscosity:	At 68°F. 10 cP Maximum
	At 32°F. 20 cP Maximum
Freezing Point:	-76°F
Typical pH:	11.0+/-0.5
Specific Gravity:	At 68°F. 1.25-1.30
Container Size:	265-gallon tote

3.2.3 The vendor shall provide bid product labeling or documentation with their bid for each item. WVDOH will evaluate each item based on the equivalency of the bid product to determine if the bid product meets the required specifications. The WVDOH will have the sole authority to determine whether the proposed product is equal to or equivalent to the stated product.

3.3 **Sampling and Testing:** The Vendor shall provide the WVDOH with the proposed source of supply and typical properties of products to include quality and gradation, as well as the Material Safety Data Sheet (MSDS) for each product prior to award. The WVDOH may conduct sampling and testing to verify material quality or gradation. The vendor must supply WVDOH with samples of products upon request.

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

- 3.4 Emergency Request:** Emergency request as ordered by WVDOH District Engineer, or their designee are requests that shall be initiated within 48 hours from when the request is received by the vendor. The determination of emergency work will be in accordance with Section 2.6 of this Solicitation and prominently noted on the ADO. Designated emergency requests will be paid at 1.50 times the vendors bid price.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A contract will be awarded to the Vendor that provides the lowest unit cost, per ton, for **Contract Item 1** and to the Vendor that provides the lowest unit cost, per gallon, for **Contract Item 2**, which could result in multiple vendors being awarded with a contract.
- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor should complete the Pricing Pages by providing a bid price on each item they choose to bid. Vendors may bid any or all contract items on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.
- 4.2.1** The Pricing Pages contain a list of Contract Items and estimated purchase volumes. 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.
- 4.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov
- 4.2.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances where all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification Vendor's bid in its entirety.

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

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

4.4 RENEWAL PRICE ADJUSTMENTS: A price adjustment may occur at the time of the Contract's renewal, and only if all parties agree to renew the contract for an additional year period under the same terms, conditions, and specifications.

4.4.1 All Contract Items will be adjusted proportionally, upwards, or downwards, based on the percentage change from January 2023 to the most recent index rate available at the time of renewal submission on the Producer Price Index by Commodity: Nonmetallic Mineral Products: Nonmetallic Minerals and Products, Not Elsewhere Classified index (WPU1399, not seasonally adjusted) at <https://fred.stlouisfed.org/graph/?g=128UX>. If for any reason the index is no longer available at the time of the renewal, an equivalent Nonmetallic Minerals and Products index will be used.

EXAMPLE OF ADJUSTMENT:

Values are for example purposes only.

- The January 2021 index rate was 249.900
- The January 2022 index rate was 259.472
- Contract Item 1 bid price was \$1800/ton

A 3.83% change in the Nonmetallic Minerals and Products index occurred between January 2021 and January 2022. Contract Item 1 will be adjusted

REQUEST FOR QUOTATION
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

proportionally to match the percentage change in the index – therefore would be increased by 3.83%. The contract price for this Contract Item during the renewal period would be adjusted from \$1800.00 per ton to \$1868.94 per ton for the remainder of the renewal contract. The same calculation would be performed for all Contract Items proportionally.

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

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

5. ORDERING AND PAYMENT:

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

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

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

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

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 **Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADO/Revisions within five days of the order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 **Delivery Time:** Standard orders must be delivered within 10 working days of receipt, or by an acceptable delivery date agreed upon at the time of order. After receiving orders, the vendor must deliver emergency orders within an acceptable time frame agreed upon by the WVDOH and the vendor. The Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.3 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order or proceed with an Emergency Purchase from the open market.

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

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such, may result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

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

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

**Table 108.7.1
Schedule of Liquidated Damages**

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

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

6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the Pricing Pages, at no time shall

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property belonging to the West Virginia Department of Transportation be utilized by the vendor as a lay-down or storage facility, or items left with the intention of being distributed to an alternate location.

6.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

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.

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- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2300000108

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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