



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 # 4

List View

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

Procurement Folder: 1661810
Procurement Type: Central Master Agreement
Vendor ID: VS0000047341
Legal Name: ECO SOLUTION DISTRIBUTING LLC
Alias/DBA:
Total Bid: \$0.00
Response Date: 04/24/2025
Response Time: 10:22
Responded By User ID: Herzchip2
First Name: Charles
Last Name: Herzing
Email: ceherzing@hotmail.com
Phone: 4128892561

SO Doc Code: CRFQ
SO Dept: 0803
SO Doc ID: DOT2500000055
Published Date: 4/2/25
Close Date: 4/24/25
Close Time: 13:30
Status: Closed
Solicitation Description: LIQUID CALCIUM CHLORIDE
Total of Header Attachments: 4
Total of All Attachments: 4



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1661810
Solicitation Description: LIQUID CALCIUM CHLORIDE
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-04-24 13:30	SR 0803 ESR04242500000006482	1

VENDOR
 VS0000047341
 ECO SOLUTION DISTRIBUTING LLC

Solicitation Number: CRFQ 0803 DOT2500000055
Total Bid: 0
Response Date: 2025-04-24
Response Time: 10:22:06
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	Liquid Calcium Chloride for Delivery	0.00000	GL	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
47131823			

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	Liquid Calcium Chloride for Pickup	0.00000	GL	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
47131823			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE-ATTACHMENT B, FOR ACTUAL COST

ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

VENDOR NAME: Eco Solution Distributing llc

Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

*Districts 7 and 10 do not utilize this product.

DO NOT WRITE IN GREYED AREAS

DISTRICT 1

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Boone	Rock Creek Site and Clinton site	0	
Boone	Total Estimated Quantity for County	0	\$0.99
Clay	Widen Road & CR 11	4,000	
Clay	Total Estimated Quantity for County	4,000	\$0.99
Kanawha	Chelyan	2,500	
Kanawha	Elkview	0	
Kanawha	North Charleston	0	
Kanawha	St. Albans	1,500	
Kanawha	I-64 @ Scary Creek	0	
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	0	
Kanawha	I-77 @ Sissonville	6,000	
Kanawha	I-79 @ Amma	5,600	
Kanawha	Corridor G @ Alum Creek	4,600	
Kanawha	Total Estimated Quantity for County	20,200	\$0.99
Mason	Pt. Pleasant	0	
Mason	Total Estimated Quantity for County	0	\$0.99
Putnam	Hurricane site and Redhouse site	500	
Putnam	Total Estimated Quantity for County	500	\$0.99
Estimated Total Quantities for District		24,700	

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract is guaranteed or implied.

ATTACHMENT A-PRICING PAGE FOR DELIVERY(ATT A)

Liquid Calcium Chloride

VENDOR NAME: Eco Solution Distributing llc

Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

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DO NOT WRITE IN GREYED AREAS

DISTRICT 2

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Cabell	Barboursville	1,500	
Cabell	I-64 @ Huntington	1,500	
Cabell	Total Estimated Quantity for County	3,000	\$1.03
Lincoln	West Hamlin	1,000	
Lincoln	Yawkey	1,000	
Lincoln	Harts	1,000	
Lincoln	Total Estimated Quantity for County	3,000	\$1.03
Logan	Corridor G @ Chapmanville	1,500	
Logan	Wilkinson	1,500	
Logan	Total Estimated Quantity for County	3,000	\$1.03
Mingo	Corridor G @ Miller's Creek	2,000	
Mingo	Gilbert	1,000	
Mingo	Total Estimated Quantity for County	3,000	\$1.03
Wayne	Pritchard	1,000	
Wayne	Wayne	1,500	
Wayne	Crum	1,000	
Wayne	Total Estimated Quantity for County	3,500	\$1.03
Estimated Total Quantities for District		15,500	

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ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

VENDOR NAME: Eco Solution Distributing llc

Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

***Districts 7 and 10 do not utilize this product.**

DO NOT WRITE IN GREYED AREAS

DISTRICT 3

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Calhoun	Millstone	5,000	
Calhoun	Total Estimated Quantity for County	5,000	\$1.03
Jackson	Ripley	0	
Jackson	I-77 @ Medina	5,000	
Jackson	Total Estimated Quantity for County	5,000	\$1.03
Pleasants	Belmont	5,000	
Pleasants	Total Estimated Quantity for County	5,000	\$1.03
Ritchie	APD Pennsboro	12,000	
Ritchie	Ellenboro	5,000	
Ritchie	Corridor D @ Nutter Farm	5,000	
Ritchie	Total Estimated Quantity for County	22,000	\$1.03
Roane	Spencer	12,000	
Roane	Total Estimated Quantity for County	12,000	\$1.03
Wirt	Elizabeth	0	
Wirt	Total Estimated Quantity for County	0	\$1.03
Wood	Parkersburg @ Rt. 95S	5,000	
Wood	I-77 @ Parkersburg	5,000	
Wood	Corridor D @ Riverhill	0	
Wood	Total Estimated Quantity for County	10,000	\$1.03
Estimated Total Quantities for District		59,000	

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ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

VENDOR NAME: Eco Solution Distributing llc

Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

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DO NOT WRITE IN GREYED AREAS

DISTRICT 4

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Doddridge	Smithburg	500	
Doddridge	Total Estimated Quantity for County	500	\$1.08
Harrison	Gore	500	
Harrison	I-79 @ Lost Creek	500	
Harrison	APD 50 @ Tunnel Hill	500	
Harrison	Total Estimated Quantity for County	1,500	\$1.08
Marion	Fairmont	500	
Marion	Mannington	500	
Marion	Total Estimated Quantity for County	1,000	\$1.08
Monongalia	I-79 @ Goshen Road	500	
Monongalia	Ridgedale	500	
Monongalia	Pentress	500	
Monongalia	Total Estimated Quantity for County	1,500	\$1.08
Preston	Albright	500	
Preston	Aurora	500	
Preston	Bruceeton Mills	500	
Preston	Fellowsville	500	
Preston	Terra Alta	500	
Preston	I-68 @ Cooper's Rock	500	
Preston	Total Estimated Quantity for County	3,000	\$1.08
Taylor	Fetterman/Prunytown	500	
Taylor	Total Estimated Quantity for County	500	\$1.08
Estimated Total Quantities for District		8,000	

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VENDOR NAME: Eco Solution Distributing llc

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DO NOT WRITE IN GREYED AREAS

DISTRICT 5

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Berkeley	I-81 @ Martinsburg (0571)		
Berkeley	1867 Rock Cliff Drive (0502)		
Berkeley	I-81 @ Exit 8 (0571)		
Berkeley	Total Estimated Quantity for County	10,000	\$1.13
Grant	Petersburg		
Grant	Mt. Storm		
Grant	Total Estimated Quantity for County	5,000	\$1.13
Hampshire	Romney		
Hampshire	Capon Bridge		
Hampshire	Slanesville		
Hampshire	Total Estimated Quantity for County	10,000	\$1.13
Hardy	Moorefield		
Hardy	Moorefield, Corridor H, Section 2		
Hardy	Baker		
Hardy	Total Estimated Quantity for County	3,000	\$1.13
Jefferson	Charles Town (0519)		
Jefferson	Total Estimated Quantity for County	5,000	\$1.13
Mineral	New Creek		
Mineral	Sky Line		
Mineral	Short Gap		
Mineral	Burlington		
Mineral	Total Estimated Quantity for County	5,000	\$1.13
Morgan	Berkeley Springs		
Morgan	Total Estimated Quantity for County	5,000	\$1.13
Estimated Total Quantities for District		43,000	

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract is guaranteed or implied.

ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

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Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

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DO NOT WRITE IN GREYED AREAS

DISTRICT 6

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Brooke	Wellsburg	6,000	
Brooke	Weirton	10,000	
Brooke	Total Estimated Quantity for County	16,000	\$1.13
Hancock	New Manchester	5,000	
Hancock	Total Estimated Quantity for County	5,000	\$1.13
Marshall	Glen Dale	5,000	
Marshall	Cameron	0	
Marshall	Sally's Backbone Substation	0	
Marshall	Total Estimated Quantity for County	5,000	\$1.13
Ohio	Triadelphia	0	
Ohio	I-70 @ Triadelphia	0	
Ohio	Total Estimated Quantity for County	0	\$1.13
Tyler	Centerville Substation	0	\$1.13
Tyler	Sistersville	0	
Tyler	Total Estimated Quantity for County	0	\$1.13
Wetzel	New Martinsville	0	
Wetzel	Pine Grove	0	
Wetzel	Hundred	0	
Wetzel	Total Estimated Quantity for County	0	\$1.13
Estimated Total Quantities for District		26,000	

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ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

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DO NOT WRITE IN GREYED AREAS

DISTRICT 8

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Pendleton	Franklin, 220 NORTH		
Pendleton	Franklin, 220 SOUTH		
Pendleton	Total Estimated Quantity for County	0	\$1.08
Pocahontas	Marlinton	2,500	
Pocahontas	Seebert		
Pocahontas	Greenbank		
Pocahontas	Bartow (Thornwood)		
Pocahontas	Slaty Fork		
Pocahontas	Total Estimated Quantity for County	2,500	\$1.08
Randolph	Elkins	2,500	
Randolph	Harman		
Randolph	Mill Creek		
Randolph	Corridor H Lot @ Elkins		
Randolph	Total Estimated Quantity for County	2,500	\$1.08
Tucker	Parsons		
Tucker	Thomas	2,500	
Tucker	Total Estimated Quantity for County	2,500	\$1.08
Estimated Total Quantities for District		7,500	

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ATTACHMENT A-PRICING PAGE FOR DELIVERY (ATT A)

Liquid Calcium Chloride

VENDOR NAME: Eco Solution Distributing llc

Vendor Instructions: Vendor shall enter a bid on the ATT A for all of a County's locations at one unit price, including materials, equipment, and delivery, per County. This is a Multiple Vendor award Contract. Qualified responsible Vendors shall be awarded a contract for the Contract Item bid which meets the required specifications with the lowest bid price per unit of measure, per county.

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DO NOT WRITE IN GREYED AREAS

DISTRICT 9

County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Fayette	Oak Hill	1,000	
Fayette	Lookout	500	
Fayette	Falls View	0	
Fayette	Total Estimated Quantity for County	1,500	\$0.99
Greenbrier	Lewisburg	500	
Greenbrier	Crawley	500	
Greenbrier	I-64 @ Hart's Run	500	
Greenbrier	Total Estimated Quantity for County	1,500	\$0.99
Monroe	Union	500	
Monroe	Peterstown	500	
Monroe	Total Estimated Quantity for County	1,000	\$0.99
Nicholas	Summersville	500	
Nicholas	Curtin	500	
Nicholas	Corridor L @ Muddlety	500	
Nicholas	Total Estimated Quantity for County	1,500	\$0.99
Summers	Hinton	500	
Summers	Total Estimated Quantity for County	500	\$0.99
Estimated Total Quantities for District		6,000	

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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
 Highways

Proc Folder: 1661810	Reason for Modification:
Doc Description: LIQUID CALCIUM CHLORIDE	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-02	2025-04-24 13:30	CRFQ 0803 DOT2500000055	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:VS0000047341
Vendor Name : Eco Solution Distributing
Address :2275 Swallow Hill Road
Street :Building 1100
City :Pittsburgh
State :PA **Country :** USA **Zip :**15220
Principal Contact :Jim Smith
Vendor Contact Phone:724-941-4140
Extension:

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

Vendor
Signature X *Jim Smith III* **FEIN#** 465104419 **DATE**4-24-25

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for the delivery of Liquid Calcium Chloride to specific locations throughout the State of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES		STATE OF WEST VIRGINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Liquid Calcium Chloride for Delivery	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
47131823			

Extended Description:

SEE ATTACHED PRICING PAGE-ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
ALL STATE AGENCIES		STATE OF WEST VIRGINIA	
VARIOUS LOCATIONS AS INDICATED BY ORDER		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Liquid Calcium Chloride for Pickup	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
47131823			

Extended Description:

SEE ATTACHED PRICING PAGE-ATTACHMENT B, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-04-11

	Document Phase	Document Description	Page 3
DOT250000055	Final	LIQUID CALCIUM CHLORIDE	

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
 - 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of ^{one} (1) year

_____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as

_____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple _____ renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term — This contract may be renewed _____ for successive year periods or shorter periods provided that they do not exceed

_____ the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

the contract will continue for _____ years;

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

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the

signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Tenn specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

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

per occurrence.

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

20. **TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
21. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
22. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
23. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
24. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General 's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
25. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
26. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
27. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
28. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will:
- (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency;
 - (b) be merchantable and fit for the purpose intended; and
 - (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the

Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

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

34. **VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

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

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

38. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
39. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code 5-19-1 et seq., and W. Va. CSR 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet

the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code 0-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

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

(Printed Name and Title) Jim Smith III _____

(Address) 2275 Swallow Hill Road, Pittsburgh, PA 15220

(Phone Number) / (Fax Number) 724-941-4140 _____

(email address) Jimsmith@ecosolutiondistributing.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.

Eco Solution Distributing llc

(Company)

Jim Smith III

(Signature of Authorized Representative)

Jim Smith III CFO

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

724-941-4140

(Phone Number) (Fax Number)

Jimsmith@ecosolutiondistributing.com

(Email Address)