



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

State of West Virginia Master Agreement

Order Date: 10-01-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6621C062E 1	Procurement Folder:	947251
Document Name:	SODIUM CHLORIDE - ORIGINAL PROCUREMENT FOLDER: 916851	Reason for Modification:	
Document Description:	SODIUM CHLORIDE - ORIGINAL PROCUREMENT FOLDER: 916851		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000189272 VANTACORE PARTNERS LP 103 CORPORATE DR STE 202 MORGANTOWN WV 26501 US Vendor Contact Phone: 304-296-7501 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

10-7-21
800
Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, VANTACORE PARTNERS LP , AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, INTO AN OPEN-END CONTRACT FOR SODIUM CHLORIDE (ROADWAY SALT) PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 08/12/2021, AND THE VENDOR'S BID DATED 08/18/2021, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46161506			EA	0.000000
	Service From	Service To			

Commodity Line Description: SODIUM CHLORIDE - ROADWAY SALT

Extended Description:

SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed 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: This Contract becomes effective on October 1, 2021 and the initial contract term extends until one (1) year from the effective date.

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

☐ **Other:** See attached _____
Revised 07/01/2021

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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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 and must include the State as an additional insured on each policy 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 cancellation, 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 Contract 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: _____ 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.

☒ State of West Virginia must be listed as additional insured on insurance certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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:

☒ Five hundred dollars (\$500) per each day for "Failed Delivery Damages", per the Specifications .

☐ 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 P-Card. (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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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 agrees 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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 or such operations, from steel made by the open heath, 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.

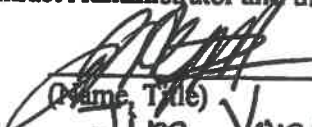
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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 § 6D-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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

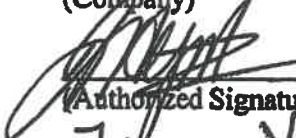
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Sales Manager
(Name, Title)
Jim Yondura Sales Manager
(Printed Name and Title)
Arcel Aggregates, 2404 Cranbury Sq, Morgantown, WV 26508
(Address)
304-288-5118 304-777-2729
(Phone Number) / (Fax Number)
James.Yondura@arcosa.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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.

Arcel Aggregates
(Company)

 James Yondura Sales Manager
(Authorized Signature) (Representative Name, Title)

James Yondura Sales Manager
(Printed Name and Title of Authorized Representative)

8/18/21
(Date)

304-288-5118 304-777-2729
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority, the West Virginia Purchasing Division is soliciting bids to establish open-end contracts for roadway salt as needed and on a continuing basis, for use in Snow Removal and Ice Control (SRIC) throughout WV, 1) for materials plus delivery by Vendor F.O.B to Agency storage locations per county, and 2) for Agency Pick-up from the Vendor's storage sites.

All responsible Vendors will be awarded a contract based on low-bid Unit Price per location. In the event of contract renewal or extension, the Agency will not consider price adjustments.

- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 "Contract Item", "Item(s)" and "Materials"**– the goods and/or services identified in this contract and its Attachments.
- 2.2 "Attachment A, ATT A, Pricing Pages" for Salt Delivery to Agency locations**–the MANDATORY FORM to be completed by each Vendor to supply pricing for salt plus delivery to the Agency and for use in bid evaluation and ordering.
- 2.3 "Attachment B" and "ATT B" for Pick-up by the Agency** – the MANDATORY FORM to be completed by each Vendor to supply salt Pick-up pricing and the locations of Vendor's salt storage sites, and for use in bid evaluation and ordering.
- 2.4 "free-flowing"** - easy continuous natural progression movement without stoppage.
- 2.5 "Solicitation"** - official published notice of an opportunity to bid to supply the State of WV with goods and/or services.
- 2.6 "WVDOH" and "Agency"** – the West Virginia Division of Highways.
- 2.7 "WV Parkways Authority", "Parkways" and "Agency"**– the West Virginia Parkways Authority.
- 2.8 "ASTM International" and "ASTM"** –formerly known as the American Society for Testing and Materials. Reference: www.astm.org. Reference to procedures shall be the latest edition of the published document, subject to change without notification.
- 2.9 "MSDS"** - Material Safety Data Sheets.

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

- 2.10 “Sodium Chloride”, “Rock Salt” and “Salt”** – interchangeable terms referring to the natural mined mineral used for de-icing in Snow Removal and Ice Control (SRIC).
- 2.11 “Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits 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 contract items through this contract.
- 2.12 “Standard Specs”** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended/modified by any subsequent annual Supplemental Specifications. Reference to standard specifications and other standard procedures shall be the latest edition of the published document, subject to change without notification.
- 2.13 “AASHTO”** – American Association of State Highway Transportation Officials.
Reference: www.transportation.org.
- 2.14 “Delivery Order”, “Order(s)” and “Form WV-39 Release Order”** – the Agency’s official document that details the contract Item(s) and quantity that the Agency wishes to purchase, and details how, when, and where they are formally obligated for delivery/receipt.
- 2.15 “Emergency Work” or “Emergency Delivery Orders”**– interchangeable terms for the delivery of goods and/or services as designated by the Agency District Engineer or his designee at a minimum, the delivery of contract Item(s) must be supplied without delay by the Vendor based on Agency need and owing to circumstances which the Agency could not have reasonably expected, not due to poor planning by the Agency.
- 2.16 “F.O.B. Destination” or “Free On Board Destination”** - Vendor, or its designee, bears the freight charges, owns the goods while in transit and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for materials shall include delivery at the Vendor’s expense.
- 2.17 “Failed Delivery Damages”** - when the Vendor’s delivery breaches the contract, resulting in compensation owed to the Agency as a per-day charge.
- 2.18 “Guaranteed Acceptance Total”** - the Agency guarantees to accept 80% of the Vendor’s collective awarded salt-tonnage (all WV counties) total, if delivered within the guaranteed delivery period.
- 2.19 “Guaranteed Delivery Total”** - the Vendor guarantees delivery of 120% of its collective awarded salt-tonnage (all WV counties) total, if delivered within the guaranteed delivery period.

**REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride**

- 2.20 “Guaranteed Delivery Period”** - the timeframe or date that salt delivery is due, as specified herein and/or on the ordering Agency’s Delivery Order during SRIC season, non-SRIC season, and/or identified emergencies.
- 2.21 “Above the Guaranteed Delivery Total”** – salt ordered in excess of 120% of the Vendor’s guaranteed delivery total awarded.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Item(s) and Mandatory Requirements:** Vendor shall provide Agency with the contract Item(s) as specified herein, and per Agency Delivery Order, F.O.B. destination. At its own discretion, the Agency District Engineer or his designee shall determine which contract Items, if any, shall be purchased. Contract Item(s) must meet or exceed the mandatory requirements as shown herein.

- 3.1.1 WHAT NEEDS INCLUDED WITH THE BID:** These Specifications have been modified since the previous solicitation. The Vendor should carefully read this entire invitation to bid. Omitting any required forms, Attachments, or documentation as described throughout this contract will deem a bid non-responsive, either in part or whole and may result in disqualification of the bid, in part or whole. As detailed herein, the Vendor shall include, at a minimum,
- the entire *completed* bid invitation/ solicitation document,
 - Signature Pages,
 - Contract Manager page, with name, email, phone, etc.,
 - Pricing related Attachments (ATT A and ATT B spreadsheets),
 - Purchasing Affidavit
 - Ethics/Disclosure, when provided by Agency as part of the Solicitation
 - All other required forms or supportive information as stated herein.

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

NOTE: The requirements of Standard Specs Section 308.5 and Section 109.20 PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, as amended, shall apply to all material supplied under this contract.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book plus \$5.00 for the Supplemental Latest Edition) by completing the attached Standard Specifications Order Form and emailing it to DOHSpecifications@wv.gov, or mailing it to:

West Virginia Division of Highways

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs and Supplementals and may be obtained by sourcing:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

Materials: Sodium Chloride, or “salt” shall, conform to the requirements of the most current version of ASTM D632 and ASTM534, as amended. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided to the WV Purchasing Division prior to award of a contract.

3.2.1 Anti-Clumping Material: If an anti-clumping agent is to potentially be applied to salt for either delivery or pick-up, the Vendor shall provide the MSDS information prior to award of a contract.

3.3 Sampling and Testing: Upon award of this contract, the Vendor shall provide its proposed source of supply to the WVDOH. Acceptance shall be based on suppliers’ certification of quality and gradation. This information shall be directed to:

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

The WVDOH may conduct sampling and testing to verify material quality and/or gradation.

3.3.1 Moisture Content: All material shall be covered in transit. Moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534, as amended, at any time during the delivery. Upon visual inspection by the Agency/WVDOH District Manager or designee, any supplied sodium chloride that does not appear to meet ASTM E534 (such as material being saturated/free flowing with water) will be sampled and tested by the WVDOH. Three samples, one each from the top, middle and bottom of the load, will be pulled by Agency personnel, witnessed, and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and will be notified of test results within seven (7) business days of completion testing. Upon testing and with each delivery, the supplier shall be responsible for the weight of water in excess of 2.0%, by deducting the excess amount from the price. Price adjustment shall be calculated as follows:

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EXAMPLE: For a delivery of 75 tons at \$45.00/ton, if the moisture content is found to be 3.5% (1.5% greater than 2.0%), the formula shall be:

75 tons multiplied by \$45.00 to equal \$3,375.00 price.

\$3,375.00 multiplied by .0150 to equal \$50.63, total price adjustment.

\$3,375.00 minus \$50.63 to equal \$3,324.37, total adjusted price.

- 3.3.2 Unacceptable Material:** Per visual observation, if salt is deemed unsatisfactory or not compliant with ASTM E534, at the discretion of the Agency/WVDOH District Manager or designee, the Agency reserves the right to reject delivery or accept delivery and exercise the price adjustment formula.

If the supplier disputes the test results, they must file a complaint with the Agency/WVDOH Operations Division Director for review and final decision within seven (7) business days of notification of the test results to the supplier.

- 3.3.2.1** Delivery of salt deemed by the Agency as unacceptable such as large unusable chunks, loads mixed with foreign material (i.e., dark-colored contaminants, charcoal, cinders, or debris) will be rejected immediately. Salt that does not meet the above specified conditions at the time of the delivery will not be accepted by the Agency. Any rejected deliveries will be removed by the Vendor at no cost to the Agency.

- 3.4 Bid Instructions:** Vendor shall supply its Pricing for all Items it chooses to bid via the Attachments A and/or B which are separate Excel spreadsheets. Vendors may bid any or all locations. To expedite the bid evaluation, if the Vendor is submitting its bid of hard-copy documents via hand-delivery or mail, the Vendor should also provide the Excel Pricing spreadsheets on either jump-drive(s) or CD(s). If the Vendor wishes to electronically enter its bid and submit via wvOASIS, the Vendor should enter its pricing and information into the Agency's Excel spreadsheets provided and upload them with its bid documents into wvOASIS, if available. Vendors can access and download the most current Excel Pricing File for this solicitation via wvOASIS or by sending an email request to the buyer for this solicitation: John.W.Estep@wv.gov

- 3.4.1 Attachment A (ATT A) Pricing Pages for Salt With Delivery by Vendor:** After placing the Vendor's name at the top of each ATT A, the Vendor shall provide its pricing for Salt with Delivery F.O.B. destination to any Agency storage locations, as listed on *tabs* of the ATT A spreadsheet.

- 3.4.2 Attachment B (ATT B) Pricing Pages for Salt Pick-up by the Agency:** After placing the Vendor's name at the top of each ATT B, the Vendor shall complete the ATT B spreadsheet to include pricing for salt pick-up from the Vendor's storage location(s) as supplied on the ATT B. The price shall include the Vendor loading the Agency trucks.

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- 3.4.3 Unapproved Alterations to Pricing Page:** Vendors who materially alter the original content of the Excel pricing page (e.g., specifications, formulas, estimated totals, headers, etc.) issued by the Agency may be found ineligible for award and their bid disqualified.
- 3.5 Emergency Deliveries of Contract Items** as ordered by WVDOH District Engineer or his designee shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the Vendor, therefore a rushed response with goods and/or service delivery is needed from the Vendor, (see also “Definitions” Section above).
- 4. SAFETY: Pandemic-Response Safety Protocols:** In addition to the Vendor’s established safety protocols and the Agency’s established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor’s staff shall adhere to all Agency’s pandemic-response protocols while present at the Agency location/jobsite. Vendors may obtain the Agency’s pandemic-response protocols by contacting the Agency District Engineer.
- 5. CONTRACT AWARD:** The contract is intended to provide Agencies with a per-ton purchase price on Sodium Chloride with DELIVERY to the Agency. All qualified, responsible Vendors shall be awarded a contract with the low bid on ATT A Pricing Pages for materials with delivery per county. PICK-UP: A contract shall be awarded to any qualified, responsible Vendor that submits a bid price on the ATT B Pick-up Pricing Pages. Pick-up from the Vendor’s storage site shall only be used in unforeseen circumstances when delivery is not feasible to meet an immediate need. The Agency reserves the right to pick up Salt from the awarded Pick-up Vendor(s) within 48 hours of receipt of the Agency’s Delivery Order.
- 5.1 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division, any Delivery Order issued toward the previously effective/prior contracts with work/delivery started shall remain in effect and shall not be cancelled until that Delivery Order is filled. Any Delivery Order issued with work/delivery not started shall be cancelled and reissued off the new contract. **No Delivery Order from the previously effective contracts should be held open by the District or the Vendor longer than thirty (30) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.**

This directive is issued to assist the Districts and the Vendor when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

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Roadway Salt – Sodium Chloride

6. ORDERING AND PAYMENT METHOD:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, fax/ facsimile, e-mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with the Agency and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. Vendor should include in its response a brief description of how Agencies may utilize the Vendor's on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Delivery Order:** Agency will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by an Agency Engineer or his designee and should be completed on a WV-39 Blanket Release Order. The order should detail the salt and amount needed, the delivery location, and the due date for the delivery which shall become the agreed upon delivery date. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.
- 6.3 Payment Method:** Upon completion of the work indicated on the Delivery Order, 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 must 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 Agency's discretion.

7. DELIVERY, PICK-UP, RETURNS, AND PAYMENT:

- 7.1 Delivery:** No Vendor is authorized to ship, nor is the Agency authorized to receive materials prior to the issuance of a **written** Delivery Order. As directed by the Agency on its Delivery Order, the Vendor shall commence and fulfill orders to the Agency location(s) in increments and within the time frame specified on the Delivery Order. The Vendor **SHALL NOT HOLD ORDERS** until a minimum delivery quantity is met. In the event that the Agency sends the Vendor a "bulk seasonal order" whereby the Agency is anticipating multiple, successive deliveries, the Vendor shall commence deliveries spread out over the date-span specified by the Agency and make successive deliveries until the Order is filled. The Vendor shall communicate -in writing- to the

REQUEST FOR QUOTATION
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ordering Agency, any issues or potential disruption in delivery(s). The Agency shall have the option of accepting or refusing any alternative delivery schedule proposed by the Vendor. Any delayed or failed delivery portion shall be subject to "Failed Delivery Damages," as defined in Section 2.17.

7.1.1 Guaranteed Delivery: 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.

7.1.1.1 Delivery Order Schedule: For Delivery Orders issued to the awarded Vendor from the contract's effective date, delivery shall commence immediately and be due within ten (10) calendar days of the Delivery Order date, unless otherwise directed by the Agency. The first day will be considered 12:01 AM, the morning (working day) following the Delivery Order date. An initial delivery must be made by the established initial delivery date and the remainder of the order filled with successive loads as specified by the Agency on the Delivery Order.

7.1.1.2 Emergency Delivery Orders Schedule: Per Section 2.15, emergency situations stemming from inclement weather requiring the immediate delivery of salt, upon the Vendor's receipt of the Agency's Delivery Order denoting "Emergency," the Order shall be treated as a priority and fulfilled by the Vendor without delay and as indicated by the Agency on the Delivery Order. Emergency Deliveries declared as such the Agency District Engineer/designee, shall be paid at a rate of 105% of the Vendor's awarded price.

7.2 Agency's Acceptance Guarantee and Vendor's Delivery Guarantee: The Agency guarantees acceptance of 80% of estimated quantity awarded statewide to the Vendor. The Vendor shall guarantee delivery of up to 120% of the statewide estimated quantity awarded. All Agency Delivery Orders shall be issued, and all Vendor deliveries shall be completed prior to the contract's expiration and as identified on the Agency's Delivery Orders. To clarify, the "guarantee" shall apply to statewide (all counties) total tonnage awarded to the Vendor, and *not* the individual totals per District, County, and/or Agency Delivery/Storage Location Site.

EXAMPLE: If statewide total (of all counties in all Districts, all Agencies) awarded to the Vendor is 43,000 tons, the guaranteed Total shall be calculated as follows:

43,000 multiplied by 80% = 34,400 tons Agency's Guaranteed Acceptance Total
43,000 multiplied by 120% = 51,600 tons Vendor's Guaranteed Delivery Total

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- 7.2.1 Orders Beyond 120% of Vendor's Statewide Guaranteed Delivery:** Contingent upon weather conditions, the Agency reserves the right to purchase additional quantities of salt above 120% of the Vendor's awarded statewide guaranteed delivery total.

Pricing for Orders Beyond 120%: In the event that the Agency wishes to purchase Salt in excess of the 120% of the Vendor's statewide guaranteed delivery total, the Agency shall pay the Vendor at a rate of 110% of the Vendor's bid price for purchases and the Vendor shall guarantee completed delivery of such orders no later than ten (ten) calendar days of the Delivery Order date, unless otherwise specified by the Agency on its Delivery Order.

- 7.2.2 Shipment Adjustments:** The Agency cannot determine nor predict the amount of snow and/or ice in one area compared to another area. As dictated by weather conditions and/or the needs of the Agency, the Agency reserves the right to direct the Vendor to alter the shipment totals between storage locations despite how they were estimated and awarded to the Vendor.

- 7.2.3 Vendor's to Report Agency Orders** At the point that the Vendor determines that it has received orders amounting to 80% of the estimated statewide totals, the Vendor shall notify the WVDOT Operations Division via email and provide reports to the Agency with the Vendor's quantities ordered and delivered statewide, broken down by ordering location, (Section 10.3 also applies).

- 7.2.4 Vendor Shall Not Place Shipments On Hold:** In the event that total ordered from a particular District, location, or Agency exceeds 120% of the estimated total for a given District or any singular location, the Vendor shall not place any Delivery Orders on hold nor suspend any shipments if the entire total ordered has not reached 120% of the Vendors statewide awarded total, see Section 7.21.

- 7.2.5 Original Delivery Tickets** for each delivered load to the Agency delivery/storage location sites shall be provided and must be signed and retained by an Agency representative at the delivery/storage location site.

- 7.3 Failed Delivery and Risk of Loss:** If the Vendor's commencement or completion of Delivery Order fulfillment will be delayed for any reason, the Vendor must notify the ordering Agency in writing no later than thirty-six (36) hours from the Delivery Order date. If the Vendor supplies the Agency with an alternate delivery schedule for any portion of the order pending delivery, the alternate delivery schedule shall be subject to acceptance or refusal by the Agency. The Agency reserves the right to cancel any failed Delivery Order, whether in part or in whole, and proceed accordingly to obtain salt through other means necessary, to alleviate hardship to the Agency. Any quality or delivery failures deemed as a hardship by the District Engineer or its designee shall result in money due the Agency in the form of Failed Delivery Damages, at the discretion of the ordering Agency, as outlined throughout these Specifications, see

REQUEST FOR QUOTATION
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Section .

In the event that the Agency has to cancel any Delivery Order and obtain the replacement from an alternate economical source, at the Agency's discretion, a deduction for the cost of the Order replacement shall be applied to the Vendor that Failed Delivery. The deduction shall include the cost for the replacement Item quantity and include transportation charges associated with the delivery, if applied by the alternate economical source. The total replacement cost shall be deducted from the final invoice and the Item quantity applied toward the 80% guaranteed acceptance quantity of the awarded Vendor. The Vendor hereby agrees that the Agency shall apply, as an offset deduction from the final invoice, the total replacement cost which shall include transportation charges and the difference in cost from that Vendor's price and the alternative economical source's price. If the alternate source chosen to fulfill the Order is a Vendor also a contract awardee, this quantity shall be applied to that Vendor's 80% guaranteed quantity.

7.3.1 Delivery Failures: If an *initial delivery portion* (as identified by the Agency) from the ordered quantity has not been received by the Agency after five (5) working days from the Delivery Order date and an alternative delivery schedule has *not* been arranged with and accepted by the ordering Agency, the ordering Agency reserves the right to cancel the Delivery Order, apply the Failed Delivery Damages (see Section 7.4.1) and proceed to obtain the required quantity salt from an alternate, economical source. At the discretion of the Agency, the first alternate economical source shall be the next low bid Vendor, if that bidder has Item availability and is able to meet the Agency's need and timeline, otherwise, the Agency may proceed with obtaining the Item(s) on the open market. Any Agency seeking to obtain salt from the open market under this provision must first obtain approval of the Purchasing Division.

7.3.2 Overdue Orders: If any ordering Agency determines that the Vendor is behind schedule on fulfilling the Agency's orders critical to meet the needs of the Agency, regardless if alternative delivery schedules have been arranged with and accepted by the ordering Agency, the Vendor's failed delivery quantity, at the discretion of the Agency, shall be assessed subject to Failed Delivery Damages, at a rate of \$500 per-day, beginning day one following the failed Delivery Order's scheduled due date, see Section 7.4.1.

7.4 Payment: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery for any reason.

7.4.1 Failed Delivery Damages- The Vendor hereby understands, agrees, and further authorizes the Agency to assess a \$500.00 per calendar-day charge for each day exceeding the Agency's specified delivery date, to be applied by the Agency as

REQUEST FOR QUOTATION
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an offset deduction to the Vendor's final invoice. The Vendor is not responsible for delays in its delivery when caused by factors or events outside Vendor's control such as, but not limited to, omissions or errors by the Agency, acts of third parties, civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornados, other natural disasters, or acts of God.

- 7.5 Return of Unacceptable Items:** If the Agency deems the salt to be unacceptable, the Items shall be returned (as directed by the Agency), 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.
- 7.6 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.
- 8. VENDOR PERFORMANCE:** Regarding the material requirements and the delivery requirements outlined in, but not limited to Sections 3, 3.2, and 6, the Vendors shall be fully aware that the Agency shall report all negative incidents of Vendor performance to the WV Purchasing Division. The AGENCY shall report such incidents on a Vendor Performance Report which shall provide a tracking mechanism on the performance of the Vendor or of its product.

Vendor performance and product quality is crucial to the administration of this contract. When these factors do not meet expectations, the Agency shall work with the Vendor to make all efforts to resolve the problem. After all attempts have failed by the Agency to resolve the issues with the Vendor, the Vendor Performance Report will immediately be submitted to the WV Purchasing Division for assistance in resolving the problem.

In situations where the Vendor has breached contract or established a pattern of poor performance, the WV Purchasing Division may cancel the contract and/or suspend the Vendor from further participation in the competitive bid process. If the Vendor fails to honor any contractual terms or conditions, the WV Purchasing Division Director may suspend the Vendor as having exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the state. Poor performance includes, but is not limited to, a Vendor providing or furnishing commodities, materials, or services late, or at a quantity or quality level below

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

that which is specified in the contract.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this contract.

9.1.1 Failure to provide contract Item(s) in accordance with the requirements contained herein.

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

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the contract.

9.2.2 Immediate cancellation of one or more Delivery Orders issued under this contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLENOUS:

10.1 No Substitutions: The Vendor shall supply only contract Item(s) submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.

10.2 Vendor Supply: The Vendor must carry sufficient inventory of the contract Item(s) being offered to fulfill its obligations under this contract. By signing its bid, the Vendor certifies that it can supply the contract Item(s) contained in its bid response.

10.3 Reports: For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.

**REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride**

10.4 Contract Manager: During its performance of this contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Jim Yondura
Telephone Number: 304-288-5118
Fax Number: 304-777-2729
Email Address: James.Yondura@Arcosa.com

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



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: 916851

Doc Description: ADDENDUM NO_1 SODIUM CHLORIDE - ROADWAY SALT 6621C062

Reason for Modification:

ADDENDUM NO_1
Vendor questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-12	2021-08-19 13:30	CRFQ 0803 DOT2200000027	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:

On behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority, the West Virginia Purchasing Division is soliciting bids to establish open-end contracts for roadway salt as needed and on a continuing basis, for use in Snow Removal and Ice Control (SRIC) throughout WV, 1) for materials plus delivery by Vendor F.O.B to Agency storage locations per county, and 2) for Agency Pick-up from the Vendor's storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE - ROADWAY SALT	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-10

SOLICITATION NUMBER – CRFQ DOT220000027

Addendum Number: 1

The Purpose of this addendum is to modify the solicitation identified as (" Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specification of product or service being sought
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

Description of Modification to Solicitation:

To answer Vendor posed questions.

Bid Opening remains 08/19/21 at 1:30pm

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as "REV Exhibit A Pricing Page – Delivery" and "REV Delivery Storage Locations with Contact Info" and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency 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 Agency Solicitation by completing an Addendum Acknowledgement, 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.

SOLICITATION NUMBER – CRFQ DOT2200000027
Roadway Salt – Sodium Chloride; 6621C062

Addendum 1

To answer vendor posed questions.

Question #1: Both of these locations are detailed on the “Exhibit A Pricing Page” document, but do not have entries on the “Delivery Storage Locations with contact info” document. Please provide the delivery addresses, billing information, and contact info for them.

1. Document: CRFQ DOT2200000027 Exhibit A Pricing Page –Delivery
Tab: District 1
Row: 29
County: Putnam
Delivery/Storage Location: US 35 @ Frazier’s Bottom
Estimated Tons: 1000
2. Document: CRFQ DOT2200000027 Exhibit A Pricing Page –Delivery
Tab: District 4
Row: 7
County: Doddridge
Delivery/Storage Location: Greenwood
Estimated Tons: 1000

Response #1: US 35 @ Frazier’s Bottom has been deleted from the Exhibit A Pricing Page for District 1 and Jackson Ave, Pt. Pleasant in Mason County of District 1 has been added. A REV Exhibit A Pricing Page -Delivery is included. The “Delivery Storage Locations with contact Info” for District 1 and District 4 have been updated and are included as “REV Delivery Storage Locations with Contact Info”.

Question #2: Is the bid opening public?

- a. If so can we send a temp to record results?
- b. Are there restrictions they need to be made aware of?

Response #2: The Bid Openings are open to the public.

- a. All bids are posted online at the purchasing Web site within 24 hours.
- b. No restrictions at this time.

Question #3: In one portion of the solicitation the delivery days are 10 calendar, in another portion it is stated at 5 working. What is the delivery requirement?

Response #3: **Section 7.1.1.1 Delivery Order Schedule** provides that "...the delivery shall commence immediately and be due within ten (10) calendar days of the delivery Order date, unless otherwise directed by the Agency." **Section 7.2.1 Orders Beyond 120% of Vendor's Statewide Guaranteed Delivery** states "...Vendor shall guarantee completed delivery of such orders no later than ten (ten) calendar days of the Delivery Order date, unless otherwise specified by the Agency on its Delivery Order." The only reference to five (5) working days is in **Section 7.3.1 Delivery Failures**.

The delivery requirement for the roadway salt – sodium chloride is ten (10) calendar days.

PLEASE NOTE:

The Exhibit A Pricing Page – Delivery for District 1 has been revised per this addendum.

The "Delivery Storage Locations with contact Info" has been revised per this addendum.

No change to the bid opening is required due to this change.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000027

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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

Laurel Aggregates
Company
[Signature]
Authorized Signature
8/18/21
Date

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

ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations

Vendor's Unit price shall be per Ton by County. Vendor may bid any or all Counties. Do not type in Grey areas below.

Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

DISTRICT 4			Enter Bidder/Vendor name: <i>Cause1 Agg</i>	
County	Delivery/Storage Location	Estimated Tons	Unit Price Per Ton	Extended Price
Doddridge	Greenwood	1,000		
Doddridge	Smithburg	1,000		
Doddridge	County Total		\$94.00	
Harrison	Gore	1,000		
Harrison	Saltwell	1,000		
Harrison	I-79 @ Lost Creek	1,000		
Harrison	APD 50 @ Tunnel Hill	1,000		
Harrison	County Total			
Marion	Fairmont	1,000		
Marion	Mannington	1,000		
Marion	County Total		\$91.00	
Monongalia	I-79 @ Goshen Road	1,000		
Monongalia	Ridgedale	1,000		
Monongalia	Pentress	1,000		
Monongalia	County Total		\$84.00	
Preston	Bruceton Mills	1,000		
Preston	Albright	1,000		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	1,000		
Preston	County Total			
Taylor	Fetterman/Prunytown	1,000		
Taylor	County Total		\$88.00	
Estimated Total per District				

ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations

Vendor's Unit price shall be per Ton by County. Vendor may bid any or all Counties. Do not type in Grey areas below

Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

DISTRICT 6			Enter Bidder/Vendor name: Laurel Agg	
County	Delivery/Storage Location	Estimated Tons	Unit Price Per Ton	Extended Price
Brooke	Wellsburg			
Brooke	Weirton			
Brooke	County Total			
Hancock	New Manchester			
Hancock	County Total			
Marshall	Glen Dale	500		
Marshall	Lynn Camp			
Marshall	Cameron			
Marshall	Sand Hill			
Marshall	County Total			
Ohio	Triadelphia			
Ohio	I-70 @ Triadelphia			
Ohio	County Total		\$84.00	
Tyler	Sistersville			
Tyler	Centerville			
Tyler	County Total			
Wetzel	New Martinsville			
Wetzel	Pine Grove			
Wetzel	Hundred			
Wetzel	County Total			
Estimated Total per District				

Attachment B (ATT B) ROADWAY SALT PICK-UP
Pricing Page and Vendor's Storage Location of Salt for Pick-Up FOB by Agency

Enter Vendor's Name: Lowell Agg

Vendor shall list below the physical address Location of its Roadway Salt Storage site(s) to be used for Pick-Up by the Agency	Pick-Up *Cost Per Ton *shall include cost of Vendor loading Agency trucks.
Three Rivers Marine	
2244 Gibsonton Rd	
Belle Vernon, PA 15012	