



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: 12-29-2022

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

<b>Order Number:</b>	CMA 0803 0066 DOT6623C021 1	<b>Procurement Folder:</b>	1128021
<b>Document Name:</b>	Solar Salt - Statewide 6623C021	<b>Reason for Modification:</b>	
<b>Document Description:</b>	Solar Salt - Statewide 6623C021		
<b>Procurement Type:</b>	Central Master Agreement		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2023-01-03
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2024-01-02

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	VS0000005985			<b>Requestor Name:</b>	Careasa M Nichols
Harvey Salt Company 1325 Mohrs Ln				<b>Requestor Phone:</b>	304-414-3212
Baltimore MD 21220-1401 US				<b>Requestor Email:</b>	careasa.m.nichols@wv.gov
<b>Vendor Contact Phone:</b>	410-391-9100	<b>Extension:</b>	110	<div style="font-size: 48pt; font-weight: bold;">23</div> <div style="font-weight: bold;">FILE LOCATION _____</div>	
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
No City WV 99999 US	No City WV 99999 US

<b>Total Order Amount:</b>	Open End
----------------------------	----------

Purchasing Division's File Copy

ENTERED

JE 1/6/23

**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *[Signature]* 1-6-23  
 ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *[Signature]*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
*Beverly Toles*  
 DATE: 1-11-2023  
 ELECTRONIC SIGNATURE ON FILE

1/10/2023

**Extended Description:**

The Vendor, Harvey Salt Co., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Solar Salt per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 12/08/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46161506			TON	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Solar salt for brine making

**Extended Description:**

Solar salt for brine making.

\*Vendor Note: Bid evaluation will be based on bid prices submitted on the ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation.

## **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:** 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 Term 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 of 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 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: \$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.

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

**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 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.

Revised 09/12/2022

**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 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. 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](mailto: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 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) Jon Stover Sales Representative

(Address) 1325 Mohrs Lane Baltimore, MD 21220

(Phone Number) / (Fax Number) 410-391-9100 X 122 410-391-9104

(email address) jmstover@harveysalt.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.

The Harvey Salt Company  
(Company)

Jonathan Stover  
(Signature of Authorized Representative)

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

410-391-9100 410-391-9104  
(Phone Number) (Fax Number)

jmstover@harveysalt.com  
(Email Address)

REQUEST FOR QUOTATION  
Solar Salt

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, multiple award contract for the delivery of Solar Salt, F.O.B., as needed, and on a continuing basis, to specified District storage locations. Solar salt will be used for the production of brine by way of automatic brine solution systems to aid in snow removal and ice control throughout the State of West Virginia. All responsible Vendors will be awarded a contract based on low-bid unit price per delivery location.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“ADO” and “Agency Delivery Order”** – A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  
  - 2.2 **“ASTM International” and “ASTM”** – Interchangeable terms used for the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services, formerly known as the American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org)
  
  - 2.3 **“Arm’s Length Transaction”** – A transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.
  
  - 2.4 **“Attachment A,” “Pricing Pages,” and “ATT A”** – The schedule of prices attached hereto as Attachment A (“ATT A”) upon which Vendor should list its pricing for Contract Items.
  
  - 2.5 **“Clear Roads”** – A national research organization focused on the rigorous testing of winter maintenance materials, equipment, and methods of use by highway maintenance crews. Reference: <https://clearroads.org/>
  
  - 2.6 **“Contract Item” or “Contract Item(s)”** – The item or items available for Vendor to provide pricing as identified in Section 3.3 of this Solicitation and referenced throughout.
  
  - 2.7 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest



REQUEST FOR QUOTATION  
Solar Salt

---

Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- 2.8 **“Emergency Work” or “Emergency Requests”**- Interchangeable terms used for the delivery of goods and/or services which must be supplied without delay, owing to circumstances for which the WVDOH could not have reasonably expected.
- 2.9 **“FOB” or “Free on Board”** – Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.10 **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1.
- 2.11 **“MP”** - Refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.12 **“Solar Salt”** – A coarse sodium chloride salt that is crystalized by solar evaporation. The crystalized salt is washed to remove surface impurities and drained of excess moisture. Bulk Solar Salt is intended for general industrial brining, water treatment applications, and deicing of highways and thoroughfares.
- 2.13 **“Solicitation”** – The official notice of an opportunity to supply the State with goods or services.
- 2.14 **“Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **“WVDOH” or “Agency”**– Interchangeable terms for the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

REQUEST FOR QUOTATION  
Solar Salt

---

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 204, 636, 715.2, as amended.

A hard copy of the current Standard Specs may be purchased by completing the Standard Specification Order Form and submitting it by email to DOTSpecifications@wv.gov or by mail to:

West Virginia Division of Highways  
Technical Support Division  
1334 Smith Street  
Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>

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

- Certification and Signature Page (within General Terms and Conditions)
- Addendum Acknowledgement Form
- Contract Manager Page (page 11 of these Specifications)
- Valid Certificate of Insurance; and
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

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

**3.3.1 Solar Salt:** Shall contain no anticaking or free flowing additives or conditioners and shall conform to the requirements of the most current version of ASTM D632 (attached hereto as **Exhibit A**).

**3.3.1.1 Insoluble Material:** In accordance with the Clear Roads Chemical Product Category 8C-B, Solar Salt shall have a maximum insoluble residue of 1.0% (percent by dry weight).

**3.3.1.2 Sieve Analysis:** Solar Salt grading must meet the following sieve analysis requirements:

REQUEST FOR QUOTATION  
Solar Salt

---

SIEVE SIZE	PERCENT PASSING
1"	100%
3/4"	90%-100%
5/8"	85%-95%
1/2"	70%-80%
1/4"	20%-30%
#8	5%-15%
#12	0%-5%

**3.3.2 Sampling and Testing:** Prior to award of this contract, Vendor shall provide its source of supply to the WVDOH, along with the supplier's certification of quality and gradation. Acceptance shall be based on the supplier's certification of quality and gradation of material at time of shipment. This information shall be directed to:

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

The WVDOH may conduct sampling and testing upon receiving the product throughout the term of this contract to verify material quality, chemical analysis and/or gradation. If testing shows that the Contract Item does not meet quality, chemical analysis, and/or gradation requirements as set forth in Section 3.3, the product will be deemed unacceptable and will be removed and returned at Vendor's expense, per Section 7.5.

**3.3.3 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 may be administered in accordance with ASTM E534 (attached hereto as **Exhibit B**), as amended, at the time of delivery. Upon visual inspection by the Agency/WVDOH District Engineer 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 sampled 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 test completion.

**3.3.4 Unacceptable Material:** Upon visual inspection at the time of delivery, if the Contract Item is deemed unsatisfactory or not in compliance with the

REQUEST FOR QUOTATION  
Solar Salt

---

requirements set forth in ASTM D632, the WVDOH District Engineer or their designee reserves the right reject the delivery.

**3.3.4.1** Delivered Solar Salt containing unusable caked chunks, foreign material (i.e., dark colored contaminants, charcoal, cinders, or other debris) will be rejected immediately and removed by the Vendor at no cost to the Agency.

**3.3.5 Emergency Requests:** Emergency requests, as ordered by the WVDOH District Engineer or their designee, is a Delivery Order that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the Vendor. The determination of an emergency request will be in accordance with Section 2.8 of this Solicitation and prominently noted on Delivery Order. Designated emergency requests will be paid at 1.50 times the vendors bid price.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** This Contract is intended to provide Agencies with a purchase price per ton for Solar Salt. A Contract shall be awarded to all qualified Vendors who provide Solar Salt that meets the required specifications of this Contract.

**4.2 Pricing Pages, Attachment A ("ATT A"):** Vendor should complete the Pricing Pages by providing its pricing per ton for the delivery of Solar Salt, F.O.B., to designated delivery locations, as listed on the ATT A spreadsheet. A State of WV District Map is attached hereto as Exhibit C.

**4.2.1** Estimated purchase quantities listed on ATT A are an approximation only. No future use of the Contract is guaranteed throughout the life of this Contract.

**4.2.2** Vendor shall factor into their bid prices all equipment, materials, mobilization, and labor required to deliver Solar Salt to District locations listed on ATT A. Vendors may bid a price per ton for any or all District locations.

**4.2.3** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

REQUEST FOR QUOTATION  
Solar Salt

---

- 4.2.4** Changing a column or row description, unit of measure, or estimated quantity on ATT A shall result in the disqualification of the District location bid for the altered line.
- 4.2.5** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award. Submitting Pricing Pages other than those provided with this solicitation and as described in Section 3.2, shall result in the disqualification of Vendor's bid in its entirety.
- 4.3** **Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.
- 4.4** **Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5** **Price Adjustments:** In the event of a significant price increase of products or services utilized to perform under this Contract, by no fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.
- 4.5.1** A change in price may be considered if the price of the component material or rental equipment increases significantly from the original bid amount.
- 4.5.2** Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 4.5.3** Quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote

REQUEST FOR QUOTATION  
Solar Salt

---

and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

- 4.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 4.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.5.7 Vendor documentation for price adjustments shall be submitted to [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) for initial review.
- 4.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

**5. ORDERING AND PAYMENT:**

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need as designated on ATT A. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order and detail the amount of Solar Salt requested, the delivery location per the ATT A Pricing Pages, and the due date for delivery. Emergencies shall be prominently noted on the Delivery Order. 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 Delivery Order under this contract are not acceptable as a Delivery Order.**

REQUEST FOR QUOTATION  
Solar Salt

---

- 5.3 Payment:** 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 shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVD OH's discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVD OH Delivery Order, the Vendor shall advise the WVD OH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any revisions/modifications thereto sent by WVD OH. Failure to provide the WVD OH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVD OH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

Upon Vendor's acceptance, the WVD OH should submit an ADO in wvOASIS and provide the Vendor with the ADO number for their reference.

- 6.2 Delivery:** Vendor shall deliver all orders in accordance with Section 6 and shall not hold orders until a minimum delivery quantity is met. Vendor is not authorized to deliver, nor is the Agency authorized, to receive materials prior to the issuance of a Delivery Order.
- 6.2.1 Successive Deliveries:** In the event that the Agency sends 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. Vendor shall communicate in writing to the 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 6.3

REQUEST FOR QUOTATION  
Solar Salt

---

**6.3 Failed Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from the next low bid Vendor or proceed with an Emergency Purchase from the open market. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages..

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

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

**Table 108.7.1  
Schedule of Liquidated Damages**

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

**6.3.2 Force Majeure:** Vendor is not responsible for and shall not be penalized for delays in its delivery when caused by unforeseeable and unavoidable factors or events outside of 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, natural disasters, or other acts of God.



REQUEST FOR QUOTATION  
Solar Salt

---

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's delivery location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** The decision of the WVDOT District Engineer or their designee regarding materials and quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
Solar Salt

---

- 7.2 The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Jon Stover  
Telephone Number: 410-391-9100  
Fax Number: 410-391-9100  
Email Address: jonstover@albatrazysalt.com

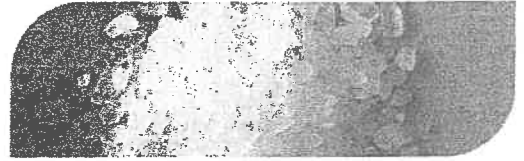
Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

**SOLAR SALT  
ATT A - Pricing Pages**

Vendor Name: The Harvey Salt Company

Vendor shall complete ATT A by providing a unit price per ton for the delivery of Solar Salt, F.O.B., to the locations listed below. Estimated quantities are an approximation only. No future use of the Contract is guaranteed throughout the life of this Contract.

District	Delivery Site Designation	Physical Address	Estimated Quantity (Tons)	Unit Price Per Ton
1	Under Bridge Stockpile	601 Summers St., Charleston, WV 25301		No Bid
2	Cabell Headquarters	6200 US Route 60 East, Barboursville, WV 25504		No Bid
3	Mill Run, I-77 Substation	1758 Mill Run Road, Parkersburg, WV, 26101		No Bid
4	Harrison County HQ	119 Railcross Road, Gore, WV, 26301		No Bid
	Monongalia County HQ	1510 Grafton Road, Morgantown, WV, 26508		No Bid
5	District 5 HQ	2120 Northwestern Turnpike, Burlington, 26710		\$139.05
	Jefferson County HQ	1301 Leetown Pike, Kearneysville, WV, 25430		\$128.75
6	Ohio County Headquarters	3870 National Road, Triadelphia, WV 26059		No Bid
7	Tennerton Storage Lot	646 Route 20 South, Tennerton, WV 26201		No Bid
8	Corridor H, Section 1	489 Leading Creek Road, Montrose, WV, 26283		No Bid
	Corridor H, Section 2	15933 Appalachian Highway, Thomas, WV 26292		No Bid
9	Old Nicholas County Facility	2084 Webster Road, Summersville, WV, 26501		No Bid
10	District 10 Headquarters	270 Hardwood Lane Princeton, WV 24740		No Bid

**Bulk Solar Salt Undried (Non-NSF)****Product Description****Bulk Solar Salt (Undried)**

This product is a coarse screened, sodium chloride salt crystallized by solar evaporation. The crystallized salt is washed to remove surface impurities and drained of excess moisture.

This material contains no anticaking or free-flowing additives or conditioners.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

**Product Application**

This material is intended for a variety of industrial uses.

**Caking Resistance**

**Caking Resistance:** Caking resistance varies depending on crystal size, additives and storage conditions. End use application should be considered when determining acceptable product life in regards to caking resistance. This product has an estimated caking resistance of 1-2 years. To improve caking resistance, this product should be stored in a dry, covered area at humidity below 75%.

**Methods of Analysis**

Methods of analysis are based on ASTM E 534, AWWA B200 and Cargill internal methods.

**Producing Locations**

This product is shipped from Cargill Salt Baltimore, MD. Product of Bonaire, Netherlands and Mexico.

**Physical Information****Chemical Analysis**

PHYSICAL	TYPICAL
NaCl - Dry (%) CAS No. 7647-14-5	99.7
Water Insolubles (%)	0.02
Surface Moisture (%)	0.95

**Sieve Analysis**

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	% RETAINED TYPICAL
Sieve - USS 3/8 Mesh Retained	0.375	9525	76
Sieve - USS 4 Mesh Retained	0.187	4760	18
Sieve - USS 10 Mesh Retained	0.0787	2000	4
Sieve - Retained on Pan	-		2

**Bulk Density**

PARAMETER	TYPICAL
Pounds per Cubic Foot	62-70
Grams per Liter	995-1120

**Product Configuration**

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Bulk Solar Salt (Undried)		
Bulk	SO UNDRIED BULK	110031703

**Why Cargill?**

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the Industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, [www.cargillsaltstore.com](http://www.cargillsaltstore.com).
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

[www.cargillsaltstore.com](http://www.cargillsaltstore.com)

Customer Service: (800) 377-1017

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

© 2022 Cargill, Incorporated. All rights reserved.  
SALT-4119 (2/22)

[www.cargillsalt.com](http://www.cargillsalt.com)  
[www.cargillsaltstore.com](http://www.cargillsaltstore.com)

