



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: 08-22-2024

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 DOT6624C091A 1	Procurement Folder:	1437544
Document Name:	Sodium Chloride - Roadway Salt 6624C091	Reason for Modification:	
Document Description:	Sodium Chloride - Roadway Salt 6624C091		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000106924 AMERICAN ROCK SALT HOLDINGS LLC PO BOX 190 MT MORRIS NY 14510 US Vendor Contact Phone: 999-999-9999 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: Careasa M Nichols Requestor Phone: 304-414-3212 Requestor Email: careasa.m.nichols@wv.gov 2025 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

8/23/24

Purchasing Division's File Copy

Total Order Amount:

Open End

JE 8/23/24

PURCHASING DIVISION AUTHORIZATION

DATE: 8/23/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: John S. Gray
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 8/28/24
ELECTRONIC SIGNATURE ON FILE

8/28/2024

Extended Description:

The Vendor, American Rock Salt, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Roadway Salt per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 07/03/2024 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	46161506			TON	101.280000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: D4 Doddridge County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	46161506			TON	89.260000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: D4 Harrison County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	46161506			TON	90.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: D4 Marion County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	46161506			TON	90.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: D4 Monongalia County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	46161506			TON	89.500000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: D4 Preston County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	46161506			TON	92.500000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D4 Taylor County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	46161506			TON	128.210000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Berkeley County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	46161506			TON	104.430000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Grant County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	46161506			TON	105.450000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Hampshire County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	46161506			TON	122.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Hardy County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	46161506			TON	130.870000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Jefferson County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	46161506			TON	108.540000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Mineral County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	46161506			TON	107.970000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D5 Morgan County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	46161506			TON	88.500000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Brooke County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	46161506			TON	91.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Hancock County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	46161506			TON	91.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Marshall County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	46161506			TON	87.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Ohio County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	46161506			TON	83.150000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Tyler County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	46161506			TON	85.970000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D6 Wetzel County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	46161506			TON	97.610000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Barbour County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	46161506			TON	109.160000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Braxton County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	46161506			TON	107.720000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Gilmer County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	46161506			TON	100.360000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Lewis County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	46161506			TON	107.350000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Upshur County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	46161506			TON	127.560000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D7 Webster County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	46161506			TON	107.110000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D8 Pendleton County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	46161506			TON	129.870000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D8 Pocahontas County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	46161506			TON	101.830000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D8 Randolph County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	46161506			TON	98.990000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: D8 Tucker County - DELIVERY

Extended Description:

DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	46161506			TON	81.000000
Service From		Service To	Service Contract Amount		
			0.00		

Commodity Line Description: D4, D5, D6, D7, D8 PICK UP: Belle Vernon, PA Location

Extended Description:

PICK-UP of sodium chloride by a WVDOH Agency from a Vendor's source site.

2124 Schoonmaker Ave.
Belle Vernon, PA 15012

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 1 (one) year from the
effective date. 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 zero (0) 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.

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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 www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

36. INDEMNIFICATION: The Vendor 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.

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 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) Jamie A. McClain, Marketing Manager

(Address) 5520 Rt. 63, PO Box 190, Mt. Morris, NY 14510

(Phone Number) / (Fax Number) (888) 762-7258 / (585) 243-7676

(email address) customerservice@americanrocksalt.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.

American Rock Salt Co., LLC
(Company)

Jamie A. McClain
(Signature of Authorized Representative)
Jamie A. McClain, Marketing Manager

(Printed Name and Title of Authorized Representative) (Date)
(888) 762-7258 / (585) 243-7676

(Phone Number) (Fax Number)

customerservice@americanrocksalt.com
(Email Address)

REQUEST FOR QUOTATION
Sodium Chloride – Roadway 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 with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of sodium chloride from its storage sites.
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” or “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”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Reference: www.astm.org
 - 2.3 **“ATT A,” “Attachment A,” or “Pricing Pages,”** – interchangeable terms referring to the schedule of Pricing Pages attached hereto as Attachment A (“ATT A”) upon which Vendor should list its pricing for the delivery of sodium chloride to designated WVDOH locations or for pick-up from Vendor storage locations.
 - 2.4 **“Contract Item” or “Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.5 **“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.
 - 2.6 **“Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.
 - 2.7 **“F.O.B.” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
 - 2.8 **“Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the

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Sodium Chloride – Roadway Salt

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 of these Specifications.

- 2.9 “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/WVDOH-Materials-Procedures.aspx>
- 2.10 “SDS” and “Safety Data Sheets”** – detailed informational documents provided by manufacturers outlining the physical and chemical properties of a product, potential physical and health hazards, and procedures for safe handling
- 2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.12 “Sodium Chloride,” or “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.
- 2.13 “Standard Specs”** – refers to 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.
- 2.14 “WVDOH” or “Agency”**– means 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.

Material, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Section 715.2, as amended.

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

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Sodium Chloride – Roadway Salt

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items specified herein on an open-end and continuing basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Sodium Chloride: Vendor provided sodium chloride shall conform to the requirements of ASTM D632 and testing requirements of ASTM E534.

3.2.1.1 Vendor shall provide SDS information for its sodium chloride prior to contract award.

3.2.1.2 Vendor shall provide its source of supply and certified material analysis results from an independent source, demonstrating that the supplier's quality and gradation meets the requirements of Section 3.2.1 prior to contract award.

3.2.1.3 If an anti-clumping agent will be applied to sodium chloride, Vendor shall provide SDS information for the anti-clumping agent prior to contract award.

3.2.2 Sampling and Testing: Acceptance of material shall be based on MCS&T approval of Vendor provided SDS and certified analysis results. MCS&T may conduct sampling and testing at any time throughout the term of this contract to verify the quality and/or gradation of Vendor provided sodium chloride. Sampling and testing inquiries should be directed to:

WVDOH Materials Control, Soils and Testing Division
190 Dry Branch Drive
Charleston, WV 25306
Phone: 304-558-3160
Attn: Environmental and Coatings Section

3.2.3 Moisture Content: Delivered material shall be covered in transit and 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, a WVDOH District Manager, or their designee, sodium chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOH. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from the delivered material by Agency personnel, witnessed, and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and test results within seven (7) business days of test completion. Upon testing, the supplier shall be responsible for moisture content in excess of 2.0% per delivery and shall deduct the excess weight from the price.

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Sodium Chloride – Roadway Salt

For example: If a delivery of 75 tons costs \$45.00/ton and the moisture content is found to be 3.5%, the adjusted weight will be calculated as follows:

- $3.5\% - 2.0\% = 1.5\%$ (*percentage in excess of 2.0%*)
- $75 \text{ tons} \times \$45.00 = \$3,375.00$ (*original delivery cost*)
- $\$3,375.00 \times 1.5\% = \50.63 (*1.5% of the original delivery cost*)
- $\$3,375.00 - \$50.63 = \$3,324.37$ (*total adjusted price*)

3.2.4 Unacceptable Material: Upon visual observation and, at the discretion of the WVDOT District Engineer or designee, if sodium chloride provided by Vendor is deemed unsatisfactory or not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 or reject the delivery.

3.2.4.1 Sodium chloride that contains large clumps or foreign material (i.e., dark colored contaminants, charcoal, cinders, or debris) will be rejected immediately.

3.2.4.2 The decision of the WVDOT District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended. Rejected material shall be removed immediately by the Vendor at no cost to the Agency and arrangements shall be made with the ordering Agency to replace the rejected order amount within five (5) business days of its notice of unacceptable material. Vendor shall not charge a restocking fee if returned materials are in resalable condition.

4. CONTRACT AWARD: This Contract is intended to provide Agencies with a purchase price per ton for roadway salt. A Contract shall be awarded to all qualified Vendors providing the lowest bid for delivery per County and whose material meets the requirements set forth in these specifications. A WVDOT District/County map is provided as Exhibit 2 ("EXH 2").

4.1 Pricing Pages: Vendor shall complete ATT A by providing a bid price per ton for sodium chloride and factor into its bid price any equipment, material, delivery, and labor, costs involved. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities on ATT A. Making any such changes to the format or failure to complete ATT A in its entirety may result in the disqualification of Vendor's bid.

4.1.1 Vendor shall provide a price per ton for the delivery of roadway salt, F.O.B., to any or all District/County designated delivery sites listed on ATT A. Exhibit 1 ("EXH 1") contains detailed WVDOT District/County contact and delivery site information.

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- 4.1.2 Vendor may provide supplier/storage site location(s) and per ton pricing on ATT A for Agency pick-up of roadway salt. Vendor shall include the loading of material into Agency vehicles in its bid pricing.
 - 4.1.3 Vendor should type or electronically enter the information into the Pricing Page spreadsheets to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Page spreadsheets for bid purposes by sending an email request to: John.W.Estep@wv.gov
 - 4.1.4 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 shall result in the disqualification of Vendor's bid.
- 4.2 **Cooperative Contracting:** 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.

5. ORDERING, GUARANTEES, AND REPORTING:

- 5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 **Agency Delivery Orders ("ADO"):** District personnel must issue an ADO from wvOASIS for specific quantities of material and detailing the delivery site or pick up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The Agency is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.
 - 5.2.1 **Emergency Requests:** Emergency requests received from an Agency shall be initiated within two (2) business days of receipt by Vendor. The

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determination of an emergency request will be in accordance with Section 2.6 of this Solicitation and will be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

5.2.1.1 Emergency requests shall be treated as a priority and fulfilled by Vendor without delay. Emergency orders shall be paid at a rate of 105% of the Vendor's awarded price.

5.2.2 Extended Delivery Orders: The WVDOT may submit an ADO to Vendor for multiple, successive deliveries of sodium chloride over a series of dates, as designated on the ADO. The Agency shall prominently note "Extended Delivery Order" on associated ADOs and monitor order fulfillment. Vendor shall communicate in writing any issues or potential disruption in the shipment of an extended delivery order.

5.2.2.1 The ordering Agency guarantees acceptance of the total extended order amount, per the delivery dates designated on the ADO.

5.2.2.2 Upon acceptance of an extended delivery order, Vendor guarantees fulfillment of the order to its completion, per the delivery dates designated on the ADO.

5.2.3 Order Fulfillment Deadline: All orders placed throughout the term of this contract must be fulfilled to completion no later than 10 working days after the effective end date of the current contract term. No orders from a previous contract term should be held open by the WVDOT or Vendor beyond 10 working days after the effective start date of a new contract term.

5.3 Deliveries: Vendor shall deliver standard orders within 10 business days and emergency orders within two (2) business days after orders are received and accepted by Vendor, unless otherwise directed by the Agency. If the entire order cannot be delivered as indicated on the ADO, an initial delivery must be made by the date indicated on the ADO and arrangements for successive deliveries of the remaining amount must be made with the ordering Agency.

5.3.1 Vendor shall ship all orders in accordance with these specifications and shall not hold orders until a minimum quantity is met.

5.3.2 Vendor shall provide a delivery/weight scale ticket with each shipment of material transported to an Agency delivery site. The delivery/weight scale ticket must be signed by the delivery driver and a copy must be provided for the ordering Agency at the time of delivery.

5.3.3 For Agency pick-up of material from Vendor's source/supplier site, a weight scale ticket must be signed by the attending supplier site personnel and a copy

**REQUEST FOR QUOTATION
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must be provided for the WVDOH driver after material has been loaded into Agency vehicle.

5.4 Purchase Guarantee: The WVDOH shall guarantee the purchase of 60% of the total tonnage awarded statewide to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated total amounts to 43,000 tons, the WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.5 Supply Guarantee: Vendor shall guarantee availability of 120% of the total tonnage awarded estimated quantity for WVDOH delivery and/or pick-up. The Supply Guarantee shall apply to the statewide total tonnage awarded to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated quantity amounts to 43,000 tons, Vendor guarantees the availability of 51,600 tons for WVDOH purchase throughout the term of the contract.

5.5.1 Orders Beyond 120%: The Agency reserves the right to place orders that exceed a Vendor's 120% Supply Guarantee. Orders placed in excess of a Vendor's 120% Supply Guarantee shall be paid at a rate of 110% of the Vendor's awarded price.

5.6 Vendor Reports: Vendor shall provide monthly summary reports to the WVDOH Procurement Division upon request. Data reflecting tonnage delivered and picked-up during the requested reporting period must be submitted on an Excel spreadsheet and include the following information:

- Shipment/pick-up dates.
- Invoice/order numbers.
- Order destination/WVDOH delivery site or Vendor/supplier pick-up site. Data must show WVDOH delivery site information as listed on ATT A.
- Tons shipped or picked-up.
- Shipment pricing.

Emergency orders should be prominently indicated or noted. Failure to provide reports as requested could impede WVDOH Purchase Guarantee oversight and may result in cancellation of Vendor's contract.

6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:

6.1 Order Acceptance and Written Verification of Receipt: Upon receipt of a standard or extended delivery ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs

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and any revisions/modifications thereto sent by the WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/revisions within five (5) days of a standard order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.1.1 The quantity of materials requested on the rejected/refused ADO will be deducted from the Vendor's overall statewide Purchase Guarantee. No adjustment to the Supply Guarantee shall apply.

6.1.1.1 The Agency shall notify the WVDOH Procurement Division of any rejected/refused orders, and any orders placed as a result of a rejected/refused order.

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

6.3 Failed Delivery and Risk of Loss: The Agency placing an order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor within 36 hours of acceptance of the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete an ADO 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 a third party under this provision must first obtain approval of the Purchasing Division.

6.3.1 Liquidated Damages: : If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set

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reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

- 6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services 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. 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.

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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 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: Jamie A. McClain
Telephone Number: (888) 762-7258
Fax Number: (585) 243-7676
Email Address: customerservice@americanrocksalt.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.

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
District 4 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

DISTRICT 4			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	West Union		
<i>Doddridge County Total</i>			\$101.28
<i>Harrison</i>	Harrison Co. HQ		
	Saltwell		
	Lost Creek Substation		
	Tunnel Hill Substation		
<i>Harrison County Total</i>			\$89.26
<i>Marion</i>	Marion Co. HQ		
	Mannington Substation		
<i>Marion County Total</i>			\$90.00
<i>Monongalia</i>	Goshen Rd. Substation		
	Monongalia Co. HQ		
	Pentress Substation		
<i>Monongalia County Total</i>			\$90.00
<i>Preston</i>	Bruceton Mills Substation		
	Preston Co. HQ		
	Terra Alta Substation		
	Fellowsville Substation		
	Aurora Substation		
	Cooper's Rock Substation		
<i>Preston County Total</i>			\$89.50
<i>Taylor</i>	Taylor Co. HQ		
<i>Taylor County Total</i>			\$92.50
DISTRICT 4 TOTAL			

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
District 5 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

DISTRICT 5			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Berkeley</i>	Martinsburg Headquarters - 0571 Storage Bldg		
	Tabler Station - 0502 Storage Bldg		
	Berkeley County Headquarters		
Berkeley County Total			\$128.21
<i>Grant</i>	Grant Co. HQ		
	Mt. Storm Substation		
	Corridor H @ Knobley Road		
Grant County Total			\$104.43
<i>Hampshire</i>	Hampshire Co. HQ		
	Capon Bridge Substation		
	Slanesville		
Hampshire County Total			\$105.45
<i>Hardy</i>	Hardy Co. HQ		
	Baker Substation		
Hardy County Total			\$122.00
<i>Jefferson</i>	Jefferson County Headquarters - 0519 Storage Bldg		
	9/340 Expressway Headquarters - 0564 Storage Bldg		
Jefferson County Estimated Total			\$130.87
<i>Mineral</i>	Mineral Co. HQ		
	Skyline Substation		
	Short Gap Substation		
	District 5 HQ		
Mineral County Total			\$108.54
<i>Morgan</i>	Morgan Co. HQ		
	Largent Substation		
Morgan County Total			\$107.97
DISTRICT 5 TOTAL			

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
District 6 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

DISTRICT 6			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Brooke</i>	Brooke County HQ		
	US 22 Substation		
Brooke County Total			\$88.50
<i>Hancock</i>	Hancock County HQ		
Hancock County Total			\$91.00
<i>Marshall</i>	Marshall Co. HQ		
	Lynn Camp Substation		
	Cameron Substation		
	Sand Hill Substation		
Marshall County Total			\$91.00
<i>Ohio</i>	Ohio Co. HQ		
	I-70 Interstate HQ		
Ohio County Total			\$87.00
<i>Tyler</i>	Tyler Co. HQ		
	Centerville Substation		
Tyler County Total			\$83.15
<i>Wetzel</i>	Wetzel Co. HQ		
	Pine Grove Substation		
	Hundred Substation		
Wetzel County Total			\$85.97
DISTRICT 6 TOTAL			

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
District 7 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

DISTRICT 7			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Barbour</i>	Barbour Co. HQ (000111)		
	Barbour Co HQ-Shaw Field		
	Belington Substation (000113)		
Barbour County Total			\$97.61
<i>Braxton</i>	Braxton County HQ (000444)		
	Heaters Substation (000431)		
	Coon Knob Substation (000405)		
	Burnsville Substation (000432)		
Braxton County Total			\$109.16
<i>Gilmer</i>	Gilmer County HQ (001110)		
Gilmer County Total			\$107.72
<i>Lewis</i>	Lewis County HQ (002108)		
	APD (Weston Mudlick) (002187)		
Lewis County Total			\$100.36
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)		
	Tennerton/Upshur County Sub HQ (004903)		
	Kanawha Head		
Upshur County Total			\$107.35
<i>Webster</i>	Cherry Falls		
	RT 20/Cowen Substation (005110)		
	Webster County HQ @ Bolair		
	Hacker Valley Substation (005120)		
Webster County Total			\$127.56
DISTRICT 7 TOTAL			

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
District 8 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

DISTRICT 8			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Pendleton</i>	Franklin, 220 North		
	Judy Gap Substation		
	Brandywine Stockpile		
	Sugar Grove Substation		
	Onego Stockpile		
	Franklin Rt. 220 South Lot		
<i>Pendleton County Total</i>			\$107.11
<i>Pocahontas</i>	Pocahontas County HQ		
	Seebert Stockpile		
	Green Bank Substation		
	Bartow Lot		
	Snowshoe Stockpile		
	Slaty Fork Stockpile		
<i>Pocahontas County Total</i>			\$129.87
<i>Randolph</i>	Randolph Co. HQ		
	Harman Substation		
	Coalton Substation		
	Alpena Saltshed		
	Valley Head Substation		
	Mill Creek Substation		
	Pickens Substation		
	Corridor H		
<i>Randolph County Total</i>			\$101.83
<i>Tucker</i>	Tucker Co. HQ		
	Thomas Substation		
	Corridor H - Thomas		
<i>Tucker County Total</i>			\$98.99
DISTRICT 8 TOTAL			

ROADWAY SALT - SODIUM CHLORIDE 6624C091
CRQM DOT24*86 Attachment A Pricing Pages
Agency Pick-up

Vendor shall provide a physical 911 address and a price per ton for roadway salt to be available for pick-up by WVDOH Agencies. Vendor pricing shall include Vendor loading Agency trucks.

Vendor Storage Site Locations	Vendor Bid Price (cost per ton)
2124 Schoonmaker Ave.	\$81.00/ton pickup
Belle Vernon, PA 15012	