



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: 08-19-2026

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 DOT270000013B 1	Procurement Folder:	2007145
Document Name:	Roadway Salt - Sodium Chloride - Supplemental	Reason for Modification:	
Document Description:	Roadway Salt - Sodium Chloride - Supplemental		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-08-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-08-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000167452 MORTON SALT INC 444 WEST LAKE ST SUITE 3000 CHICAGO IL 60606 US Vendor Contact Phone: 3128073470 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 2027 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

CR 8-20-26

Total Order Amount: Open End

Purchasing Division's File Copy

JE 8/19/26

PURCHASING DIVISION AUTHORIZATION
DATE: 8-19-26
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 8-24-26
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 8-24-26
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Morton Salt Inc, 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 07/31/2026, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	46161506			TON	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Roadway Salt - Sodium Chloride - DELIVERY

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

☐☐☐☐

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

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

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) Jean Szatkowski

(Address) 1 North Franklin Street, Suite 450, Chicago, IL 60606

(Phone Number) / (Fax Number) 313-488-1891 Fax: 312-896-9208

(email address) bids@mortonsalt.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.

Morton Salt, Inc.

(Company)

(Signature of Authorized Representative)

Anthony T. Patton, Senior Director of Government Sales

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

855-665-4540 FAX 312-896-9208

(Phone Number) (Fax Number)

bids@mortonsalt.com

(Email Address)

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish an open end, multiple award supplemental contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH counties, F.O.B., in District 3, District 4, and District 7.
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 **“Approved Source,” “Approved Product,” or “Approved Vendor”** - terms referring to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. *Reference:*
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.3 **“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
 - 2.4 **“ATT A,” “Attachment A,” or “Pricing Pages,”** - the schedule of Contract Items attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
 - 2.5 **“Contract Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.6 **“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.
 - 2.7 **“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.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

- 2.8 “F.O.B.” or “Free on Board”** – indicates that the price for Contract Items 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.
- 2.9 “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.
- 2.10 “MCS&T”** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.12 “Sodium Chloride,” “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,” “WVDOT,” or “Agency”**– means the West Virginia Division of Highways and/or the West Virginia Department of Transportation.

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/mcst/Pages/specifications.aspx>. Hard copies of these publications may be purchased by completing the Specification Order Form provided within the website.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH with the Contract Item specified herein on an open-end and continuing

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Sodium Chloride – Roadway Salt - Supplemental

basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements shown below.

3.2.1 Sodium Chloride: Material proposed for use under this Contract will require MCS&T approval. Vendors must meet MCS&T requirements and must be listed on APL 715.002.000 - *Sodium Chloride (Roadway Salt)*, as amended.

3.2.1.1 Vendors NOT currently listed on APL 715.002.000 may apply to be evaluated for approval by submitting an HL-468 *Preliminary Information for Technology/Product Application* form, available at https://transportation.wv.gov/highways/mcst/Pages/newproduct_evaluationprocedure.aspx, **along with** a Sodium Chloride Safety Data Sheet (SDS) from all supply sources, and anti-caking agent SDS (if applicable) directly to MCS&T. **Completed HL-468 forms and supporting documentation must be returned to MCS&T directly via email at DOHNewProducts@WV.gov prior to the solicitations' bid opening. DO NOT SUBMIT the HL-468 form with the bid response.**

3.2.1.2 If the West Virginia Purchasing Division or the MCS&T Division requests additional documentation from a Vendor for either the APL approval process or for the bid evaluation process, Vendor must submit ALL requested documentation within 5 business days of the request, or their bid will be disqualified.

3.2.2 Shipment and Transport Logistics: Vendors shall provide on Attachment B – Vendor Shipment Logistics Form, the city and state from which local shipment by truck will commence to the WVDOH salt delivery location, and the import method they plan to utilize in their roadway salt transportation network for each location, for the counties bid. Vendors are not restricted to utilizing only these locations.

Examples: Mason County: Portsmouth OH, Barge Shipments
Ritchie County: Parkersburg, WV, Train/Railcar Shipments
Hampshire County: Baltimore, MD, Ship/Vessel

3.2.3 Sampling and Testing: MCS&T may conduct sampling and testing of Materials 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

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Attn: Environmental and Coatings Section

3.2.4 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 delivered Material by Agency personnel, which shall be 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 that results more than 2.0% per delivery and shall deduct the excess weight from the price.

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 cost*)

3.2.5 Unacceptable Material: Upon visual observation and, at the discretion of the WVDOH 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 for any unacceptable material or reject the delivery in its entirety.

3.2.5.1 Sodium Chloride containing large clumps and/or foreign material, dark colored contaminants, charcoal, cinders, or other debris shall be considered unacceptable.

3.2.5.2 The decision of the WVDOH District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended.

3.2.5.2.1 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 remove the rejected order amount within five (5) calendar days of its

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notice of unacceptable material. Vendor shall not charge a restocking fee.

- 4. CONTRACT AWARD:** This Contract is intended to provide Agencies with a purchase price per ton for Roadway Salt. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract. The low-bid vendor, per county, will be considered the primary vendor for the county with whom the Purchase and Supply Guarantees in section 5.4 are established. A WVDOH 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 Sodium Chloride, F.O.B., to any or all District/County designated delivery sites listed on ATT A. Exhibit 1 (EXH 1) contains WVDOH District/County delivery site information.

- 4.1.2** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

- 4.1.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on ATT A shall result in the disqualification of Contract Item bid on the altered line.

Submitting Pricing pages other than those provided with this solicitation, as described in Section 4, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award.

- 4.2 Contract Award Transition:** Upon the award of this supplemental contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

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Sodium Chloride – Roadway Salt - Supplemental

- 4.3 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 from the Purchasing Director.

5. ORDERING, GUARANTEES, INVOICING, 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.

5.1.1 Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders or provide other contract related functions through an online system, it should include in its bid response information and instructions detailing how Agencies may utilize its online system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.1.2 Vendor should return orders that do not include an ADO number to the ordering agency for correction prior to acceptance. Example:

	State of West Virginia Agency Delivery Order Order Date: 10-30-2024	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.				
<table style="width: 100%; border: none;"><tr><td style="border: none; width: 30%;">Order Number:</td><td style="border: none; width: 40%;">ADO 0803 0842 DOT2500020057 1</td><td style="border: none; width: 30%;">Procurement Folder:</td><td style="border: none; width: 10%;">1544938</td></tr></table>			Order Number:	ADO 0803 0842 DOT2500020057 1	Procurement Folder:	1544938
Order Number:	ADO 0803 0842 DOT2500020057 1	Procurement Folder:	1544938			

- 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 District is responsible for creating an ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax, and shall be in addition to use of Vendor’s online ordering system, if available. **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 prominently noted on the ADO and shall be fulfilled by Vendor within

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Sodium Chloride – Roadway Salt - Supplemental

two (2) calendar days of Vendor's receipt of the accepted Emergency ADO.

5.2.1.1 The determination of an emergency request will be in accordance with Section 2.7 of this Solicitation and will be prominently noted on the ADO.

5.2.1.2 Emergency orders shall be paid at a rate of 105% of Vendor's awarded bid price.

5.2.2 Successive Deliveries: The WVDOH 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.

5.2.2.1 Vendor shall communicate with the ordering Agency and confirm in writing any issues or potential disruptions in extended delivery order shipments.

5.2.2.2 The ordering Agency shall guarantee acceptance of the total extended delivery order amount, in accordance with the delivery dates designated on the accepted ADO.

5.2.2.3 Vendor shall guarantee fulfillment of the total extended delivery order amount to its completion and within delivery dates designated on the ADO.

5.3 Deliveries: Vendor shall deliver standard orders within 10 calendar days and emergency orders within two (2) calendar days after receipt and acceptance of an order, unless otherwise directed by the ordering 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 documented arrangements for successive deliveries of remaining amounts 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 Weigh scale tickets for Agency pick-up orders from Vendor's source/supplier site must be signed by the attending supplier site personnel and a copy must be provided to the WVDOH driver after Material has been loaded into an Agency vehicle.

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5.4 Purchase and Supply Guarantees: Purchase and Supply Guarantees shall be awarded to each low-bid Vendor per County and will be applied to the total tonnage awarded within this contract.

5.4.1 Purchase Guarantee: The WVDOH shall guarantee the purchase of 60% of the total estimated tonnage awarded within this contract, per Vendor. For example, if a Vendor's estimated total amounts to 43,000 tons for all low-bid counties, the WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.4.2 Supply Guarantee: Vendor shall guarantee availability of 120% of the total estimated tonnage awarded within this contract for WVDOH delivery and/or pick up. For example, if a Vendor's estimated total quantity amounts to 43,000 tons for all low-bid counties, Vendor guarantees the availability of 51,600 tons for WVDOH purchase throughout the term of the contract.

5.4.3 Orders Beyond 120%: The WVDOH reserves the right to place orders in excess of a low-bid Vendor's Supply Guarantee and shall pay a rate of 110% of the Vendor's bid price per low-bid county.

5.4.4 Failed Order Adjustments: Should a low-bid awarded Vendor reject, refuse, or fail to fulfill an accepted ADO, causing an Agency to cancel an ADO and purchase from another Vendor, the WVDOH will adjust the ordered or unfulfilled amount from the Purchase and Supply Guarantee fulfillment totals.

5.4.4.1 The ordering Agency shall notify the WVDOH Procurement Division of any rejected, refused, or unfulfilled orders.

5.4.4.2 In the event of five (5) documented failed orders, the WVDOH obligation under Section 5.4.1 of these Specifications will be void.

5.5 Invoicing: Invoices submitted to WVDOH for payment must contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site designation, as listed on ATT A.
- The Contract Item description (as entered by Vendor on ATT A), unit price, quantity, and extended total.
- The agreed upon Contract Item pick-up or delivery date(s).

Failure to provide the above information may result in payment delays or rejection of Vendor's invoice.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

5.6 Vendor Reports: To monitor Purchase and Supply Guarantee obligations, the WVDOH Procurement Division will regularly request delivery and pick-up order data for specific reporting periods. Reports must be submitted in Microsoft Excel spreadsheet format and provide information as shown on the Exhibit 3 (EXH 3) Vendor Report Template. Emergency orders must be prominently indicated.

5.6.1 It is the responsibility of the Vendor to provide reports within the deadlines set for each report request. Failure to comply may result in cancellation of the WVDOH obligation under Section 5.4.1 and/or cancellation of Vendor's contract.

6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:

6.1 Order Acceptance and Written Verification of Receipt: Upon receipt of an ADO or any modifications or revisions thereto sent by the WVDOH, Vendor shall advise the ordering Agency in writing of their acceptance or rejection of an ADO. Failure to provide the WVDOH with written acknowledgement of an ADO/revisions within three (3) business days of an ADO being sent shall be considered a refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.2 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.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

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 delivery completion or correction of deficient deliveries exceed the ADO completion due date or agreed upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless liquidated damages are assessed. The WVDOH may calculate liquidated damages in the amount of \$75.00 per day, per ADO, beginning 15 days after the WVDOH's latest specified ADO deliver by date.

6.3.1.1 Liquidated damages shall be applied by Vendor as an itemized invoice credit for the corresponding ADO.

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.

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

7.2.1 Immediate cancellation of the Contract.

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Sodium Chloride – Roadway Salt - Supplemental

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 Vendor Name Change: It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

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:	<u>Jean Szatowski</u>
Telephone Number:	<u>313-488-1891</u>
Fax Number:	<u>312-896-9208</u>
Email Address:	<u>bids@mortonsalt.com</u>

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

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL

Attachment A Pricing Pages

District 3 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

EXH 1 - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

DISTRICT 3				
County	Org	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Calhoun</i>	<i>0307</i>	Millstone		
<i>Calhoun County Total Estimated</i>				No bid
<i>Jackson</i>	<i>0318</i>	Ripley / Jackson Co. HQ		
	<i>0372</i>	I-77 @ Medina		
<i>Jackson County Total Estimated</i>				\$150.00
<i>Pleasants</i>	<i>0337</i>	Belmont		
<i>Pleasants County Total Estimated</i>				No bid
<i>Ritchie</i>	<i>0383</i>	APD Pennsboro		
	<i>0343</i>	Ellenboro / Harrisville Substation		
	<i>0382</i>	Corridor D @ Nutter Farm		
	<i>0343</i>	Smithville Substation		
<i>Ritchie County Total Estimated</i>				No bid
<i>Roane</i>	<i>0344</i>	Lefthand @ WV 36		
	<i>0344</i>	Ambler Ridge Substation @ US 119		
	<i>0344</i>	Roane County HQ		
<i>Roane County Total Estimated</i>				No bid
<i>Wirt</i>	<i>0353</i>	Elizabeth Substation		
<i>Wirt County Total Estimated</i>				No bid
<i>Wood</i>	<i>0354</i>	Parkersburg @ Rt. 95S		
	<i>0371</i>	I-77 @ Parkersburg		
	<i>0382</i>	Corridor D @ Riverhill		
<i>Wood County Total Estimated</i>				\$144.53
DISTRICT 3 TOTAL				

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL**Attachment A Pricing Pages****District 4 - Delivery**

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

EXH 1 - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

DISTRICT 4				
County	Org	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	<i>409</i>	West Union (Doddridge Co. HQ)		
<i>Doddridge County Total Estimated</i>				No bid
<i>Harrison</i>	<i>417</i>	Harrison Co. HQ		
	<i>472</i>	Saltwell		
	<i>472</i>	Lost Creek Substation		
	<i>482</i>	Tunnel Hill Substation		
<i>Harrison County Total Estimated</i>				\$179.75
DISTRICT 4 TOTAL				

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL

Attachment B - Vendor Shipment Logistics Form

INSTRUCTIONS: Vendor shall provide the City/State of their primary shipment hub for each location bid, and the method by which roadway salt will be imported into that hub (ie. Railcar, barge, ship/vessle, etc). Hub locations and import methods may be altered throughout the contract by vendor as needed to meet supply needs..

County	Org	Delivery Site Designation	City/State of Hub	Hub Method of importing Salt (ie. Barge, Railcar)
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District 3	Calhoun	307	Millstone		
	Jackson	318	Ripley / Jackson Co. HQ	Portsmouth, OH	Barge
		372	I-77 @ Medina	Portsmouth, OH	Barge
	Pleasants	337	Belmont		
	Ritchie	0383	APD Pennsboro		
		0343	Ellenboro / Harrisville Substation		
		0382	Corridor D @ Nutter Farm		
		0343	Smithville Substation		
	Roane	0344	Lefthand @ WV 36		
		0344	Ambler Ridge Substation @ US 119		
		0344	Roane County HQ		
	Wirt	353	Elizabeth Substation		
	Wood	0354	Parkersburg @ Rt. 95S	Parkersburg, WV	Rail
		0371	I-77 @ Parkersburg	Parkersburg, WV	Rail
		0382	Corridor D @ Riverhill	Parkersburg, WV	Rail

District 4	Doddridge		West Union		
	Harrison		Harrison Co. HQ	West Elizabeth, PA	Rail
			Saltwell	West Elizabeth, PA	Rail
			Lost Creek Substation	West Elizabeth, PA	Rail
			Tunnel Hill Substation	West Elizabeth, PA	Rail

District 7	Barbour	0701	Barbour Co HQ-Shaw Field		
		0701	Belington Substation (000113)		
	Braxton	0704	Braxton County HQ (000444)		
		0704	Heaters Substation (000431)		
		0771	Coon Knob Substation (000405)		
		0772	Burnsville Substation (000432)		
	Gilmer	711	Gilmer County HQ (001110)		
	Lewis	0721	Lewis County HQ (002108)		
		0782	APD (Weston Mudlick) (002187)		
	Webster	0751	Cherry Falls		
		0751	Webster County HQ @ Bolair		
		0751	Hacker Valley Substation (005120)		