



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

Request for Quotation

RFQ NUMBER
669C0031

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

*420151913 888-762-7258
AMERICAN ROCK SALT COMPANY LLC
PO BOX 190

MT MORRIS NY 14510

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 04/07/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **04/29/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | TN | | 775-45 | | |
| <p>SODIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AND THE WEST VIRGINIA PARKWAY AUTHORITY PER THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> | | | | | | |

RECEIVED
 2009 MAY -5 AM 9:57
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
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| <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p> | | | | | | |

| | | | | | | |
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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
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S U P P L I E R

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S H I P T O

DIVISION OF HIGHWAYS
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| <p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S: NO. 1 ..✓.....</p> | | | | | | |

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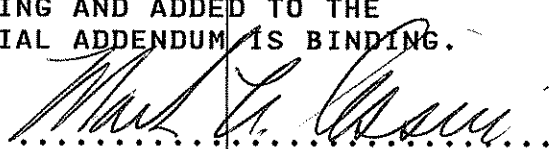
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|--|----------|-----|--------|-------------|------------|--------|
| | NO. 2 ✓ | | | | | |
| | NO. 3 | | | | | |
| | NO. 4 | | | | | |
| | NO. 5 | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE American Rock Salt Co., LLC COMPANY April 27, 2009 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> | | | | | | |

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|--|----------|-----|--------|-------------|------------|--------|
| ***** THIS IS THE END OF RFQ 669C0031 ***** TOTAL: | | | | | | |

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Engineering Division, Technical Division
Building 5, Room A-650
1900 Kanawha Blvd., East
Charleston, West Virginia? 25305
Phone: 304-558-2885

Sodium Chloride shall conform to the requirements of ASTM D632-83 and Type I, Grade 1 and shall be delivered in bulk.

2. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of ninety-five (95) percent of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of one hundred and ten percent (110%) of the total estimated award quantity stated in this contract. All guaranteed deliveries shall be completed prior to March 15, 2010.

Bidder agrees, by execution of this bid, that the guaranteed accepted quantity (ninety-five percent (95%) of total estimated needs) shall be delivered to Division of Highways storage sites or in a Department of Environmental Protection approved stockpile(s) by February 1, 2010.

3. BIDDING INSTRUCTIONS

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in the bidding schedule. Actual quantities to be delivered to each location will be specified in State Contract Purchase Orders (SCO), which will be issued by the Department of Highways at the time delivery is required.

Bidders submitting bids for a specific county shall bid all of that county's locations - one unit price - for the county sites listed on the attached Bid Schedules. This shall apply to the listed Interstate and Corridor sites as well.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site" will be awarded a contract for this item (see Section 11).

Qualified Vendors who submit a valid bid for "FOB Division's Storage Site" will be awarded a contract for those locations for which their bid is low.

In the event a Vendor fails to conform to the requirements set out in this contract document, the State Contract Purchase Order or the governing specifications, the Purchase Order Contract may be canceled and re-awarded to the next low bidder.

5. DELIVERY

State Contract Purchase Orders (SCO) for delivery to individual Division of Highways Storage Sites will be issued to the Vendor awarded a contract for the county locations (see Bid Schedule).

From December 1, 2009 through March 31, 2010 delivery shall be made within seven (7) calendar days after vendor is notified by the Division of Highways.

Original delivery tickets for each delivered load to the Division's storage sites must be signed and retained by a DOH employee at the delivery location.

In the event the Vendor to which the SCO is issued is unable to comply with the specified delivery schedule the Division may, at its option, cancel all or part of the SCO and obtain the required quantity of Sodium Chloride from the most economical available source.

6. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

West Virginia Division of Highways
Materials Division
190 Dry Branch Road
Charleston, West Virginia 25306
Phone Number 304-558-3175

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

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 308.5 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, Adopted 2000 as modified by the current Supplemental Specifications.

8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the above prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangements for payment.

9. VENDOR'S INVOICES

Vendor's are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a) All weight ticket numbers for material delivered during the invoicing period.
- b) Division of Highways' State Contract Purchase Order (SCO) number, and this contract number.
- c) Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weight tickets)).

NOTE: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Purchase Order.

10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 4

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|------------|---------------------|---------------------------|----------------------------------|
| Doddridge | Smithburg | 1700 | <u>\$67.03</u> |
| Harrison | Gore | 2800 | |
| Harrison | Saltwell | 1000 | |
| Harrison | I-79 @ Lost Creek | 2500 | |
| APD 50 | Tunnel Hill | 2500 | <u>\$64.37</u> |
| Marion | Fairmont | 2000 | |
| Marion | Mannington | 1200 | <u>\$65.07</u> |
| Monongalia | I-79 @ Goshen Rd. | 2500 | |
| Monongalia | Sabraton | 3700 | |
| Monongalia | Pentress | 1600 | <u>\$61.90</u> |
| Preston | Bruceton Mills | 10500 | |
| Preston | Albright | 2500 | |
| Preston | Bruceton | 1600 | |
| Preston | Terra Alta | 1200 | |
| Preston | Fellowsville | 1400 | |
| Preston | Aurora | 2000 | |
| I-68 | Cooper's Rock | 4000 | <u>\$62.34</u> |
| Taylor | Fetterman/Prunytown | 2500 | <u>\$65.35</u> |

10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 5

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|-----------------|-----------------------|---------------------------|----------------------------------|
| Berkeley & I-81 | Martinsburg | 3000 | No Bid |
| Grant | Petersburg | 1000 | |
| Grant | Mt. Storm | 2000 | \$69.13 |
| Rampshire | Romney | 1400 | |
| Rampshire | Capon Bridge | 1200 | |
| Rampshire | Slanesville | 700 | \$74.45 |
| Hardy | Moorefield | 1500 | |
| Hardy | Baker | 2000 | \$84.27 |
| Jefferson | Charles Town | 2000 | No Bid |
| Mineral | New Creek | 900 | |
| Mineral | Sky Line | 1000 | |
| Mineral | Short Gap | 750 | |
| Mineral | District Headquarters | 500 | \$66.57 |
| Morgan | Berkeley Springs | 900 | |
| Morgan | Largent | 350 | No Bid |

10. BID SCHEDULE (continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 6

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|----------|--------------------|---------------------------|----------------------------------|
| Brooke | Wellsburg | 2500 | |
| Brooke | Weirton | 2500 | \$62.03 |
| Hancock | New Manchester | 2500 | \$63.18 |
| Marshall | Glen Dale | 3500 | |
| Marshall | Cameron | 1500 | \$63.35 |
| Ohio | Triadelphia | 3000 | |
| Ohio | I-70 @ Triadelphia | 2500 | \$62.84 |
| Tyler | Sistersville | 1500 | |
| Tyler | Centerville | 1000 | \$67.56 |
| Wetzel | New Martinsville | 2000 | |
| Wetzel | Pine Grove | 1000 | |
| Wetzel | Hundred | 1200 | \$66.17 |

10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 7

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|---------|-----------------------|---------------------------|----------------------------------|
| Barbour | Phillipi | 2000 | |
| Barbour | Belington | 2000 | <u>No Bid</u> |
| Braxton | Gassaway | 1100 | |
| Braxton | Heaters | 900 | |
| Braxton | I-79 & Coon Knob | 1400 | |
| Braxton | I-79 & Burnsville | 1400 | <u>No Bid</u> |
| Gilmer | Glenville | 1500 | <u>No Bid</u> |
| Lewis | Weston (Ben Dale) | 2000 | |
| Lewis | Corridor H @ Mudlick | 1200 | <u>No Bid</u> |
| Upshur | Clow Lot @ Buckhannon | 2300 | |
| Upshur | Tennerton | 200 | |
| Upshur | Kanawha Head | 800 | <u>No Bid</u> |
| Webster | Cherry Falls | 1200 | |
| Webster | Cowen | 900 | |
| Webster | Hacker Valley | 500 | <u>No Bid</u> |

10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 8

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|------------|-----------------------|---------------------------|----------------------------------|
| Pendleton | Franklin | 1000 | |
| Pendleton | Judy Gap | 600 | |
| Pendleton | Brandywine | 400 | |
| Pendleton | Onego | 350 | No Bid |
| Pocahontas | Marlinton | 800 | |
| Pocahontas | Seebert | 700 | |
| Pocahontas | Green Bank | 500 | |
| Pocahontas | Bartow Thornwood) | 600 | |
| Pocahontas | Slaty Fork | 700 | No Bid |
| Randolph | Elkins | 3500 | |
| Randolph | Harmon | 1500 | |
| Randolph | Coalton | 2000 | |
| Randolph | Valley Head | 700 | |
| Randolph | Mill Creek | 1500 | |
| Randolph | Pickens | 450 | |
| Randolph | Elkins Corridor H Lot | 4000 | No Bid |
| Tucker | Parsons | 1500 | |
| Tucker | Thomas | 1800 | \$73.80 |

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 9

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|------------|-----------------------|---------------------------|----------------------------------|
| Fayette | Oak Hill | 1000 | |
| Fayette | Corridor L @ Oak Hill | 1000 | |
| Fayette | Lookout | 2000 | |
| Fayette | Glen Ferris | 500 | <u>No Bid</u> |
| Greenbrier | Lewisburg | 1200 | |
| Greenbrier | Crawley | 2000 | |
| Greenbrier | I-64 @ Harts Run | 1500 | <u>No Bid</u> |
| Monroe | Union | 1000 | |
| Monroe | Peterstown | 400 | <u>No Bid</u> |
| Nicholas | Summersville | 2000 | |
| Nicholas | Curtin | 1200 | |
| Nicholas | Corridor L @ Muddlety | 2000 | <u>No Bid</u> |
| Summers | Hinton | 2000 | <u>No Bid</u> |

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|----------|-------------------|---------------------------|----------------------------------|
| McDowell | Havaco | 2200 | |
| McDowell | Yukon | 250 | |
| McDowell | Johnnycake Mt. | 500 | |
| McDowell | Raysel | 200 | No Bid |
| Mercer | Princeton @ WV 20 | 2000 | |
| Mercer | Flat Top | 900 | |
| Mercer | I-77 @ Princeton | 1400 | No Bid |
| Raleigh | Skelton | 2000 | |
| Raleigh | Bolt | 1500 | |
| Raleigh | I-64 @ Bragg | 3000 | No Bid |
| Wyoming | Pineville | 2100 | |
| Wyoming | Still Run | 950 | |
| Wyoming | Hanover | 800 | No Bid |

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

WV Turnpike

| COUNTY | DELIVERY SITE | ESTIMATED NEEDS (TONS) | County Bid Price (PER TON) |
|---------|---------------|---------------------------|----------------------------------|
| Kanawha | Chelyan | 1000 | |
| Kanawha | Standard | 3500 | <u>No Bid</u> |
| Mercer | Princeton | 1500 | <u>No Bid</u> |
| Raleigh | Beckley | 6000 | |
| Raleigh | Ghent | 5000 | <u>No Bid</u> |



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

Request for Quotation

RFQ NUMBER
 669C0031

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2402

V
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R

*420151913 888-762-7258
 AMERICAN ROCK SALT COMPANY LLC
 PO BOX 190
 MT MORRIS NY 14510

S
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O

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 04/27/2009 | | | | |

BID OPENING DATE: 05/06/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|--|------------|--------|
| | | | | ADDENDUM NO. 1 | | |
| | | | | CHANGES TO THE BID SCHEDULE ATTACHED. | | |
| | | | | DISTRICT #4 DELIVERY SITE CHANGED | | |
| | | | | FROM: HARRISON COUNTY I-79 @ GOSHEN ROAD | | |
| | | | | TO: MONONGALIA COUNTY I-79 @ GOSHEN ROAD | | |
| | | | | BID OPENING DATE AND TIME CHANGED | | |
| | | | | FROM: 04/29/09 AT 1:30 P.M. | | |
| | | | | TO: 05/06/09 AT 1:30 P.M. | | |
| | | | | NO OTHER CHANGES | | |
| 0001 | | TN | | 775-45 | | |
| | 1 | | | SODIUM CHLORIDE | | |
| ***** THIS IS THE END OF RFQ 669C0031 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
669C0031

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

VENDOR

*420151913 888-762-7258
AMERICAN ROCK SALT COMPANY LLC
PO BOX 190

MT MORRIS NY 14510

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 04/27/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **05/06/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-----------------|------------|--------|
| ADDENDUM NO. 2 | | | | | | |
| ADD: SODIUM CHLORIDE CONTRACT BIDDING SHEET FOR F.O.B. VENDORS STORAGE LOT AND DISTRICT ADDRESSES ATTACHED. | | | | | | |
| BID OPENING DATE AND TIME REMAINS 05/06/09 @ 1:30 P.M | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | 1 | TN | | 775-45 | | |
| | | | | SODIUM CHLORIDE | | |
| ***** THIS IS THE END OF RFQ 669C0031 ***** TOTAL: _____ | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DISTRICT ADDRESSES

District One
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven
255 Depot Street
Weston, West Virginia 26452-1228

District Three
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight
US 219 North
Elkins, West Virginia 26241-1516

District Four
I-79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine
103 1/2 Church Street
Lewisburg, West Virginia 24901

District Five
US Route 50
Post Office Box 99
Burlington, West Virginia 26710-0099

District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737

West Virginia Parkway Authority
Post Office Box 1469
Charleston, West Virginia 25325

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: Mark C. Osner

Date: _____

Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: American Rock Salt Co., LLC

Authorized Signature:  Date: April 27, 2009

Mark G. Assini - Governmental Bid Manager

AMERICAN ROCK SALT COMPANY LLC

Authorization to Execute Bids

One of the following representatives (the "Authorized Representative") of American Rock Salt Company LLC, a New York limited liability company (the "Company"):

Mark W. Assini
Jamie McClain

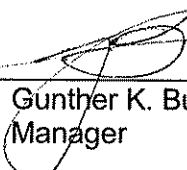
Manager of Governmental Bids
Contract Specialist

Is hereby authorized to execute and deliver, in the name and on behalf of the Company, any contract or bid, including any amendment thereto, with respect to the sale of salt by the Company, in all such form and containing such terms and conditions as any Authorized Representative shall approve, such approval to be conclusively evidenced by the execution thereof by an Authorized Representative.

IN WITNESS WHEREOF, the Company has caused this Authorization to be executed by its duly authorized manager, on March 4, 2009.

AMERICAN ROCK SALT COMPANY LLC

By: _____


Gunther K. Buerman
Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 4th day of March, 2009, before me personally came GUNTHER K. BUERMAN, to me known, who being by me duly sworn, did depose and say that he is a Manager of American Rock Salt Company LLC, the limited liability company described in, and which executed this Authorization.



Notary Public

ELIZABETH C. BRICE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN MONROE COUNTY
COMMISSION EXPIRES DEC. 11, 2009