



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  
**6611C007**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

**\*205131920 304-382-3106**  
**N G INNOVATIONS**  
**PO BOX 8098**  
**SOUTH CHARLESTON WV 25303**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: **09/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		775-18		
<p>LABOR, MATERIALS AND EQUIPMENT TO SUPPLY SALT BRINE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE SUPPLY OF SALT BRINE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</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> <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</p>						

22 09 2010 09:01  
 WV PURCHASING DIV.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donald W. Booth* TELEPHONE: **304-720-5945** DATE: **9-21-2010**

TITLE: *President* FEIN: **27-0179528** ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
 Purchasing Division  
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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
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VENDOR

\*205131920      304-382-3106  
 N G INNOVATIONS  
 PO BOX 8098  
 SOUTH CHARLESTON WV 25303

SHIP TO

DIVISION OF HIGHWAYS  
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BID OPENING DATE: 09/22/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICE 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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald C. Good</i>	TELEPHONE 304-720-5945	DATE 9-21-2010
TITLE President	FEIN 27-0179528	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WITHOUT FURTHER ORDER.						
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.						
REV. 05/26/2009						
EXHIBIT 10						
REQUISITION NO.: <i>6611C007</i>						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Donald L. Booth*      TELEPHONE: *304-720-5945*      DATE: *9-21-2010*

TITLE: *President*      FEIN: *27-0179528*      ADDRESS CHANGES TO BE NOTED ABOVE

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RECEIVED

\*205131920      304-382-3106  
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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.

*Donald L. Booth*  
 .....  
 SIGNATURE  
*NG INNOVATIONS, INC.*  
 .....  
 COMPANY  
*9-21-2010*  
 .....  
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Donald L. Booth</i>	TELEPHONE <b>304-780-5945</b>	DATE <b>9-21-2010</b>
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TITLE <i>President</i>	FEIN <b>27-0179528</b>	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.						
***** THIS IS THE END OF RFQ 6611C007 ***** TOTAL:						<u>\$295,490.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Donald L. Swell</i>	TELEPHONE 304-700-0945	DATE 9-21-2010	
TITLE <i>Resident</i>	FEIN 27-0179528	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## 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, 105.3, 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 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  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305  
Phone: 304-558-2885

## 2. BIDDING INSTRUCTIONS

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

Bidders submitting bids for a specific county or location within a 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, Corridor, and Turnpike sites as well.

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

The Division of Highways may purchase Salt Brine F.O.B Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highway's trucks by the Vendor.

3. CONTRACT AWARD

Qualified Vendors who submit a valid bid for "F.O.B. Vendor's Storage Site" will be awarded a contract for this item.

Qualified Vendors who submit a valid bid for "F.O.B. Division's Storage Site" will be awarded a contract for those locations (by County) 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 cancelled and re-awarded to the next low bidder.

4. DELIVERY

State Contract Purchase Orders (SCO) specifying Division of Highways pick up at the Vendor's Storage Site or Vendor delivery to a storage tank at individual Division of Highways Storage Sites will be issued.

From December 1<sup>st</sup> thru March 31<sup>st</sup> of the snow and ice season, delivery shall be made within seven (7) calendar days after Vendor is notified by the Division of Highways. 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 Salt Brine from the most economical available source.

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

Salt Brine orders will be 3,000 gallons minimum when shipped to only one location. A minimum order of 4,000 gallons may be split between no more than two (2) locations in the same or adjoining county. The supplier will be required to identify the quantity of Salt Brine that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts, or any other means mutually agreed upon by all parties. The delivered quantity will be agreed upon and indicated on the delivery ticket.

The supplier shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck will have adequate length of fill hose; quick connects, etc. to fill DOH storage tanks.

5. SAMPLING AND TESTING



Upon award of contract, the Vendor shall provide testing results to the Division confirming the material meets the allowable levels set in the WVDOH/WVDEP Salt Brine Agreement. Include the location, source, and formation. Acceptance shall be based on supplier's certification of quality. This information shall be directed to:

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

The Division will conduct sampling and testing to verify material quality.

### WVDOH/WVDEP Salt Brine from Gas Wells Agreement

This agreement by and between the West Virginia Division of Highways and the West Virginia Department of Environmental Protection is limited to the beneficial use of natural gas well brines within the state of West Virginia for roadway prewetting (brine mixed with rock salt and rock salt/abrasive mixes prior to roadway application), anti-icing (brine applied directly to roadway surfaces prior to precipitation), and deicing (brine applied to roadway surfaces during and after the precipitation event). The approved use is limited to the wintertime application of natural gas well brines in order to minimize the formation of bonded snow and ice to roadway surfaces by utilizing the melting capabilities of salt brine.

Only natural gas well brines which meet the following criteria will be used for prewetting, anti-icing, and deicing purposes:

Parameter	Allowable Level
TDS	>200,000 mg/L
Chloride	<175,000 mg/L
Sodium	* <91,500 mg/L
Calcium	*
pH	5.5 to 8.0
Iron	<10 mg/L
Barium	<2 mg/L
Lead	<10 mg/L
Oil & Grease	<10 mg/L
Benzene	<0.5 mg/L
Ethyl benzene	<0.7 mg/L
Toluene	<1 mg/L
Xylene	<1 mg/L

\*The total of Chloride, Sodium, and Calcium shall be a minimum of 200,000 mg/L with Sodium making up no more than 91,500 mg/L. With Sodium concentrations above 91,500 mg/L, the freezing temperature of the brine actually increases.

\*\*All salt brine received shall have a freezing point of less than 0 degrees Fahrenheit. The freeze point of the brine shall be determined and submitted to the Division along with the other tested parameters. The specific gravity of the salt brine shall also be determined. The specific gravity should range from 1.16 to 1.18.

Natural gas well brines managed under this agreement shall not be mixed with other types of solid wastes, including hazardous waste, municipal waste, other residual waste, special handling waste, or regulated radioactive waste.

Nothing in this agreement shall be construed to supersede, amend, or authorize a violation of any of the provisions of any valid and applicable local law, ordinance, or regulation.

The activities authorized by this agreement shall not harm or present a threat of harm to the health, safety, or welfare to people or the environment. The terms of this agreement will be modified or suspended to prevent harm to the public health or environment or if brines cannot be regulated under the condition of this agreement.

Facilities and equipment used for the storage of natural gas well brines shall be maintained in good operating condition. All storage tanks, secondary containment systems, and transfer lines shall be set up and operated in a manner that prevents spills, leaks, or other releases.

Each source of brine used for roadway prewetting, anti-icing, and deicing purposes shall be analyzed for all the criteria listed in this agreement prior to any application of gas well brine. The freezing point of the brine must be determined. Only gas well brine with a freezing point below 0 degrees F will be acceptable.

Only natural salt brine from Non-Marcellus wells will be acceptable.

For each new source of natural gas well brine, an analysis of the criteria listed in this agreement shall be submitted to the Division for approval.

6. 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 this 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.

#### 7. VENDOR'S INVOICES

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

- a) The gallons and weight of the solution delivered to each location during the invoicing period
- b) Division of Highways State Contract Purchase Order (SCO) Number, and Contract Number.
- c) Total quantity and unit price with the total cost of material furnished.

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 (SCO).

#### 8. CERTIFICATION

The supplier shall furnish the West Virginia Division of Highways representative at the time of delivery two (2) copies of the delivery ticket. The delivery request shall contain the following information:

1. The gallons and weight of solution delivered.
2. The specific gravity of the solution.

#### 9. PAYMENT

Salt Brine shall be paid at the per gallon unit bid price of the solution delivered or picked up.

#### 10. ACCEPTANCE PLAN

Only non- Marcellus salt brine will be accepted. Salt brine shall have a freezing point below (0) zero degrees Fahrenheit. Specific gravity should range from (1.16 to 1.18). However, acceptance will be based on the freeze point determination and corresponding specific gravity. Salt brine with a freeze point above (0) zero degrees Fahrenheit will not be acceptable. The vendor will be required to remove unacceptable salt brine from the Division's storage tanks at the vendor's expense.

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 the State DOT agency as a condition of award.

Bid Schedule

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

**DISTRICT 1**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	County Bid Price (Per GAL)
0108	Clay	Clay		<u>NA</u>
0121	Kanawha	North Charleston		
0122	Kanawha	Elkview		
0123	Kanawha	Chelyan		
0124	Kanawha	St. Albans		
0171	Kanawha	Scary; I-64 Section 2	12,000	
0172	Kanawha	Pennsylvania Ave.; I-64 Section 3	12,000	
0173	Kanawha	Sissonville; I-77 Section 3	12,000	
0174	Kanawha	Amm; I-79 Section 6	12,000	
0182	Kanawha	Alum Creek; Corr. G Sect 3	12,000	<u>\$0.155</u>
0140	Putnam	Hurricane		<u>NA</u>

## Bid Schedule

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

**DISTRICT 2**

Org. No.	County	Delivery Site	Estimated Use(GAL)	Salt Brine
0206	Cabell	Barboursville		
0271	Cabell	Huntington; I-64 Section 1		<u>NA</u>
0222	Lincoln	West Hamlin		
0222	Lincoln	Harts Creek		
0222	Lincoln	Yawkey		<u>NA</u>
0223	Logan	Wilkinson		
0282	Logan	Chapmanville; Corr. G Sect 2	5,000	<u>\$0.180</u>
0230	Mingo	Gilbert		
0281	Mingo	Millers Creek; Corr. G Sect 1	5,000	<u>\$0.205</u>
0250	Wayne	Wayne		
0250	Wayne	Crum		
0250	Wayne	Pritchard		<u>NA</u>

## Bid Schedule

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

**DISTRICT 3**

Org. No.	County	Delivery Site	Salt Brine	
			Estimated Use(GAL)	
0318	Jackson	Ripley	18,000	
0372	Jackson	Medina; I-77 Section 2	12,000	<u>\$0.175</u>
0343	Ritchie	Ellenboro	18,000	
0382	Ritchie	Corridor D Nutter Farm	12,000	
0383	Ritchie	APD 50 Ellenboro	12,000	<u>\$0.210</u>
0344	Roane	Spencer	18,000	<u>\$0.170</u>
0354	Wood	Parkersburg	18,000	
0371	Wood	Mill Run -Parkersburg; I-77 Section 1	12,000	
0382	Wood	River Hill; Corridor D	12,000	<u>\$0.195</u>

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

**DISTRICT 4**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	
0409	Doddridge	Smithburg	36,000	<u>\$0.225</u>
0417	Harrison	Gore	96,000	
0472	Harrison	Lost Creek; I-79 Section 3	10,000	
0482	Harrison	Tunnel Hill; Corr. D Sect 2	12,000	<u>\$0.225</u>
0425	Marion	Fairmont	36,000	
0425	Marion	Mannington	6,000	<u>\$0.240</u>
0431	Monongalia	Ridgedale	96,000	
0431	Monongalia	Pentress	6,000	
0471	Monongalia	Goshen Road; I-79 Section 1	12,000	<u>\$0.250</u>
0439	Preston	Albright	36,000	
0439	Preston	Aurora	6,000	
0439	Preston	Bruceeton Mills	6,000	
0439	Preston	Fellowsville	6,000	
0439	Preston	Terra Alta	6,000	
0473	Preston	Coopers Rock; I-68 Section 1	10,000	<u>\$0.275</u>
0446	Taylor	Pruntytown	36,000	<u>\$0.220</u>



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

**DISTRICT 5**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	
0502	Berkeley	Martinsburg	6,000	
0571	Berkeley	Martinsburg; I-81 Section 1	18,000	<u>\$0.350</u>
0512	Grant	Petersburg	6,000	
0512	Grant	Mt. Storm	12,000	<u>\$0.275</u>
0514	Hampshire	Romney	12,000	
0514	Hampshire	Capon Bridge	6,000	
0514	Hampshire	Slanesville	6,000	<u>\$0.320</u>
0516	Hardy	Moorefield	12,000	
0516	Hardy	Baker	12,000	
0582	Hardy	Corr. H Sect 2; Moorefield	12,000	<u>\$0.300</u>
0519	Jefferson	Charlestown	12,000	<u>\$0.360</u>
0529	Mineral	New Creek	6,000	
0529	Mineral	Short Gap	6,000	
0529	Mineral	Skyline	12,000	
0567	Mineral	Burlington	12,000	<u>\$0.245</u>
0533	Morgan	Berkeley Springs	6,000	<u>\$0.325</u>

Bid Schedule  
 Delivery: F.O.B. Division's Storage Site  
**DISTRICT 6**

Org. No.	County	Delivery Site	Salt Brine	
			Estimated Use(GAL)	
0605	Brooke	Wellsburg	8,000	
0605	Brooke	Weirton	8,000	<u>\$0.285</u>
0615	Hancock	New Manchester	8,000	<u>\$0.295</u>
0626	Marshall	Glen Dale	8,000	
0626	Marshall	Cameron	8,000	<u>\$0.270</u>
0635	Ohio	Triadelphia	8,000	
0671	Ohio	I-70; Wheeling, Triadelphia	12,000	<u>\$0.270</u>
0648	Tyler	Sistersville	8,000	<u>\$0.225</u>
0652	Wetzel	New Martinsville	8,000	
0652	Wetzel	Pine Grove	8,000	
0652	Wetzel	Hundred	8,000	<u>\$0.250</u>

## Bid Schedule

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

**DISTRICT 7**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	
0701	Barbour	Phillipi	5,000	
0701	Barbour	Belington	5,000	<u>\$0.225</u>
0704	Braxton	Gassaway	5,000	
0771	Braxton	Coon Knob; I-79 Section 5	10,000	
0772	Braxton	Burnsville; I-79 Section 4	10,000	<u>\$0.180</u>
0711	Gilmer	Glenville	5,000	<u>\$0.200</u>
0721	Lewis	Weston	5,000	
0782	Lewis	Mudlick; Corr. H Sect 0	5,000	<u>\$0.200</u>
0749	Upshur	Buckhannon/0782 Corridor H	15,000	
0749	Upshur	Kanawha Head	5,000	<u>\$0.205</u>
0751	Webster	Hacker Valley	5,000	<u>\$0.215</u>

## Bid Schedule

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

**DISTRICT 8**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	
0836	Pendleton	Franklin	10,000	<u>\$0.280</u>
0838	Pocahontas	Marlinton	15,000	
0838	Pocahontas	Greenbank	10,000	
0838	Pocahontas	Thornwood	10,000	
0838	Pocahontas	Slatyfork	10,000	
0838	Pocahontas	Seebert	10,000	<u>\$0.270</u>
0842	Randolph	Elkins	20,000	
0842	Randolph	Harman	15,000	
0842	Randolph	Mill Creek	15,000	
0882	Randolph	Elkins Corridor H	15,000	<u>\$0.245</u>
0847	Tucker	Parsons	15,000	
0847	Tucker	Thomas	15,000	<u>\$0.255</u>

## Bid Schedule

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

**DISTRICT 9**

<b>Org. No.</b>	<b>County</b>	<b>Delivery Site</b>	<b>Salt Brine Estimated Use(GAL)</b>	
0910	Fayette	Oak Hill	12,000	
0910	Fayette	Lookout	15,000	
0982	Fayette	Oak Hill APD; Corr. L Sect 1	6,000	<u>\$0.200</u>
0913	Greenbrier	Lewisburg	10,000	
0913	Greenbrier	Crawley	14,000	
0971	Greenbrier	Harts Run; I-64 Section 8	10,000	<u>\$0.240</u>
0934	Nicholas	Summersville	12,000	
0934	Nicholas	Curtin	12,000	
0983	Nicholas	Muddlety; Corr. L Sect 2	12,000	<u>\$0.200</u>

## Bid Schedule

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

**DISTRICT 10**

Org. No.	County	Delivery Site	Salt Brine Estimated Use(GAL)	
1024	McDowell	Havaco		
1024	McDowell	Yukon		
1024	McDowell	Johnnycake		<u>NA</u>
1028	Mercer	Princeton		
1028	Mercer	Flat Top		
1071	Mercer	Princeton; I-77 Section 7	6,000	<u>\$0.215</u>
1041	Raleigh	Skelton		
1041	Raleigh	Bolt		
1072	Raleigh	Bragg; I-64 Section 7	6,000	<u>\$0.210</u>
1055	Wyoming	Pineville		
1055	Wyoming	Still Run		<u>NA</u>

Bid Schedule  
 Delivery: F.O.B. Division's Storage Site  
**TURNPIKE**

County	Delivery Site	Salt Brine	
		Estimated Use(GAL)	
Kanawha	Chelyan	5,000	
Kanawha	Standard	5,000	<u>\$0.155</u>
Mercer	Princeton	5,000	<u>\$0.215</u>
Raleigh	Beckley	5,000	
Raleigh	Ghent	5,000	<u>\$0.210</u>

## State of West Virginia

**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: NG Innovations, LLC  
DONALD W. BOOTH Signed: Donald Booth  
 Date: 9- -2010 Title: President



RFQ No. 6611C007

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: NG INNOVATIONS, INC

Authorized Signature: [Signature] Date: 9-21-2010

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21 day of September, 2010.

My Commission expires September 30, 2014

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

