



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
6611C026

PAGE
1

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

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353
 LYNDORA PA 16045-0353

VENDOR

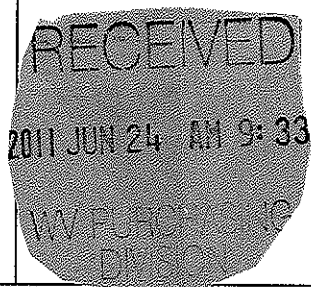
SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				775-45		
<p>ROAD MAINTENANCE SALT</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JUNE 15, 2011, 10:00 A.M. AT 2019 WASHINGTON STREET E, CHARLESTON, WV 25305, ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL RESULT IN THE DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE: <i>Ronald J. Sweet</i>	TELEPHONE: (866) 334-2464	DATE: June 22, 2011	
TITLE: Vice President	FEIN: 30-0322840	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 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).



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
6611C026

PAGE
2

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

VENDOR

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353

 LYNDORA PA 16045-0353

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/05/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS (5:00 PM EST) ON TUESDAY, JUNE 21, 2011.</p> <p>SEND QUESTIONS TO: PURCHASING DIVISION ATTENTION: PAUL REYNOLDS 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: PAUL.REYNOLDS@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-0468.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, 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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ronald J. Sweet</i>	(866)334-2464	June 22, 2011
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	30-0322840	

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
6611C026

PAGE
3

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

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353

 LYNDORA PA 16045-0353

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/05/2011				

BID OPENING DATE: **06/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH 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 SUPPLIES 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 CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ronald J. Sweet</i>	TELEPHONE (866)334-2464	DATE June 22, 2011
TITLE Vice President	FEIN 30-0322840	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
 6611C026

PAGE
 4

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

RECEIVED

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353
 LYNDORA PA 16045-0353

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 06/05/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</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 WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>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 EXTEN 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 REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ronald J. Sweet</i>	TELEPHONE (866)334-2464	DATE June 22, 2011
TITLE Vice President	FEIN 30-0322840	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
6611C026

PAGE
5

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

VENDOR

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353

 LYNDORA PA 16045-0353

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2011				

BID OPENING DATE: **06/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS - FILE 33</p> <p>REQ NO 6611C026</p> <p>BID OPENING DATE: JUNE 29, 2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 724 - 287 - 0540 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Ronald E. Sweet -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ronald E. Sweet</i>	(866)334-2464	June 22, 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	30-0322840	

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 2010 as modified by the January 1, 2011 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 2010 as modified by the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
 Contract Administration
 Building 5, Room 722
 1900 Kanawha Blvd., East
 Charleston, West Virginia 25305
 Phone: 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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

2. SCOPE OF WORK

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in Section 12, Bid Schedule. Actual quantities to be delivered to each location will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required.

3. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of eighty percent (80%) 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 twenty percent (120%) of the total estimated award quantity stated in this contract. Quantities purchased F.O.B. Vendor's Storage Site will not be included in the acceptance and delivery guarantee.

All guaranteed deliveries shall be completed prior to March 15, 2012.

4. BIDDING INSTRUCTIONS

Vendors submitting bids for a specific county shall bid all of that county's locations – one unit price - for the county sites listed in Section 12, Bid Schedule. 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.

5. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Division's Storage Site", Section 12, Bid Schedule will be awarded a contract for those locations for which their bid is low.

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site", in Section 13, Bid Schedule will be awarded a contract for this item.

6. DELIVERY

An Agency Release for delivery to Division of Highways Storage Sites, Section 12, Bid Schedule, will be issued to the awarded Vendor at the time delivery is needed.

When an Agency Release is issued to an awarded Vendor, from December 1, 2011 through March 15, 2012, a delivery date of four (4) working days shall be established by the Division of Highways and provided on the Agency Release; however, the Division of Highways shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Agency Release.

Inability to Deliver: If delivery has not been received at the Division of Highways site after five (5) working days and an alternative delivery schedule has not been established for this delivery, the Division of Highways reserves the right to cancel the Agency Release and proceed to obtain the required quantity of Sodium Chloride from an alternate economical source.

At the discretion of the Division of Highways, the first alternate economical source shall be the next low bidder, if that bidder has availability; or secondly, may obtain pricing on the Open Market.

The quantity, required to fulfill the canceled Agency Release obtained through an alternate source, whether by the next low bidder or the Open Market, will be deducted from the awarded Vendor's 80% guaranteed minimum quantity.

If the alternate economical source chosen to fulfill this request is a Vendor which has also been awarded a contract for other Division of Highways

storage sites, this quantity shall be included in that Vendor's 80% guaranteed minimum quantity.

The Division of Highways will also invoice the awarded Vendor the difference in cost from the awarded Vendor's price and the alternate obtained source's price. In addition to the difference in cost, the Division of Highways may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the canceled Agency Release.

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

7. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division of Highways 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 of Highways may conduct sampling and testing to verify material quality or gradation.

8. 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 2010 as modified by the January 1, 2011 Supplemental Specifications.

9. 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 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.

10. VENDOR'S INVOICES

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

- a) All weight ticket numbers for material delivered during the invoicing period.
- b) Division of Highways' Agency Release 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 Division of Highways accept or pay for quantities of materials in excess of the quantity stated on the Agency Release.

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 1

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost	
Boone	Clinton @ WV85	TON	850		NO BID	
Boone	Rock Creek	TON	1300			
Boone	Seth	TON	850			
Clay	Widen Road & CR 11	TON	1350			
Clay	Maysel	TON	450			
Kanawha	Chelyan	TON	2100			
Kanawha	Elkview	TON	1850			
Kanawha	North Charleston	TON	2500			
Kanawha	St. Albans	TON	2100			
Kanawha	I-64 @ Scary Creek	TON	2100			
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	TON	1700			
Kanawha	I-77 @ Sissonville	TON	1350			
Kanawha	I-79 @ Amma	TON	1700			
Kanawha	Corridor G @ Alum Creek	TON	1700			
Mason	Pt. Pleasant	TON	3000			
Putnam	Red House	TON	1300			
Putnam	Hurricane @ Rt. 34	TON	1700			
Putnam	US 35	TON	2100			NO BID

NOTE: Bid Schedule should be typed.

The "Bid Schedule" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 2

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost	
Cabell	Barboursville	TON	2500		NO BID	
Cabell	I-64 @ Huntington	TON	1350		↑ ↓	
Lincoln	West Hamlin	TON	1550			
Lincoln	Yawkey	TON	1000			
Lincoln	Harts	TON	850			
Logan	Chapmanville	TON	0			
Logan	Corridor G @ Chapmanville	TON	1800			
Logan	Wilkinson	TON	1800			
Logan	Man	TON	1300			
Mingo	Corridor G @ Miller's Creek	TON	1650			
Mingo	Mingo County @ Miller's Creek	TON	1800			
Mingo	Gilbert	TON	700			
Wayne	Pritchard	TON	2150			
Wayne	Wayne	TON	2150			
Wayne	Crum	TON	1400			NO BID

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 3

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	TON	1450	\$70.20	\$101,790.00
Jackson	Ripley	TON	2850	\$70.20	\$200,070.00
Jackson	I-77 @ Medina	TON	1450	\$69.00	\$100,050.00
Pleasants	Belmont	TON	1900	\$65.35	\$124,165.00
Ritchie	APD Pennsboro	TON	2350	\$67.20	\$157,920.00
Ritchie	Ellenboro	TON	2850	\$66.30	\$188,955.00
Ritchie	Corridor D @ Nutter Farm	TON	750	\$67.20	\$50,400.00
Ritchie	Smithville	TON	250	\$68.10	\$17,025.00
Roane	Lefthand @ WV 36	TON	700	\$78.40	\$54,880.00
Roane	Amber Hill @ US 119	TON	350	\$75.55	\$26,442.50
Roane	Spencer	TON	1450	\$73.10	\$105,995.00
Wirt	Elizabeth	TON	1450	\$67.65	\$98,092.50
Wood	Parkersburg @ Rt. 95S	TON	4300	\$66.30	\$285,090.00
Wood	I-77 @ Parkersburg	TON	1450	\$66.30	\$96,135.00
Wood	Corridor D @ Riverhill	TON	1450	\$66.30	\$96,135.00

12. BID SCHEDULE-Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 4

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	TON	1700	\$69.00	\$117,300.00
Harrison	Gore	TON	4700	\$70.75	\$332,525.00
Harrison	Saltwell	TON	0	- 0 -	- 0 -
Harrison	I-79 @ Lost Creek	TON	2800	\$71.90	\$201,320.00
Harrison	APD 50 @ Tunnel Hill	TON	2300	\$70.75	\$162,725.00
Marion	Fairmont	TON	2000	\$73.10	\$146,200.00
Marion	Mannington	TON	1100	\$71.95	\$ 79,145.00
Monongalia	I-79 @ Goshen Road	TON	2500	\$77.10	\$194,250.00
Monongalia	Ridgedale	TON	4200	\$74.80	\$314,160.00
Monongalia	Pentress	TON	950	\$74.25	\$ 70,537.50
Preston	Bruceeton Mills	TON	4200	\$78.40	\$329,280.00
Preston	Albright	TON	2100	\$78.40	\$164,640.00
Preston	Bruceeton	TON	0	- 0 -	- 0 -
Preston	Terra Alta	TON	1100	\$79.80	\$ 87,780.00
Preston	Fellowsville	TON	1300	\$74.85	\$ 97,305.00
Preston	Aurora	TON	1400	\$76.95	\$107,730.00
Preston	I-68 @ Copper's Rock	TON	3300	\$77.65	\$256,245.00
Taylor	Fetterman/Prunytown	TON	2350	\$72.50	\$170,375.00

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 5

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg	TON	2750	\$74.95	\$206,112.50
Berkely	I-81 @ Exit 12	TON	700	\$74.95	\$ 52,465.00
Grant	Petersburg	TON	900	\$91.10	\$ 81,990.00
Grant	Mt. Storm	TON	1800	\$91.70	\$165,060.00
Grant	Corridor H @ Knobley Road	TON	2750	\$91.10	\$250,525.00
Hampshire	Romney	TON	1250	\$82.65	\$103,312.50
Hampshire	Capon Bridge	TON	1100	\$79.10	\$ 87,010.00
Hampshire	Slanesville	TON	600	\$80.50	\$ 48,300.00
Hardy	Moorefield	TON	1350	\$84.40	\$113,940.00
Hardy	Baker	TON	1800	\$82.65	\$148,770.00
Jefferson	Charles Town	TON	1800	\$74.95	\$134,910.00
Jefferson	Charles Town - New Shed	TON	2300	\$74.95	\$172,385.00
Mineral	New Creek	TON	800	\$89.95	\$ 71,960.00
Mineral	Sky Line	TON	800	\$91.11	\$ 72,888.00
Mineral	Short Gap	TON	550	\$89.40	\$ 49,170.00
Mineral	District Headquarters	TON	450	\$89.85	\$ 40,432.50
Morgan	Berkeley Springs	TON	1000	\$78.40	\$ 78,400.00
Morgan	Largent	TON	300	\$79.10	\$ 23,730.00

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 6

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	TON	2500	\$69.70	\$174,250.00
Brooke	Weirton	TON	2500	\$68.80	\$172,000.00
Hancock	New Manchester	TON	2500	\$67.90	\$169,750.00
Marshall	Glen Dale	TON	3500	\$70.75	\$247,625.00
Marshall	Cameron	TON	1500	\$70.75	\$106,125.00
Ohio	Triadelphia	TON	3000	\$71.90	\$215,700.00
Ohio	I-70 @ Triadelphia	TON	2500	\$71.90	\$179,750.00
Tyler	Sistersville	TON	2000	\$66.75	\$133,500.00
Tyler	Centerville	TON	1200	\$68.10	\$ 81,720.00
Tyler	Sistersville Old Headquarters	TON	800	\$66.75	\$ 53,400.00
Wetzel	New Martinsville	TON	2000	\$67.65	\$135,300.00
Wetzel	Pine Grove	TON	1,000	\$69.00	\$ 69,000.00
Wetzel	Hundred	TON	1200	\$70.75	\$ 84,900.00

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 7

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	TON	2500		NO BID
Barbour	Belington	TON	2000		
Braxton	Gassaway	TON	2000		
Braxton	Heaters	TON	1400		
Braxton	I-79 @ Coon Knob	TON	2400		
Braxton	I-79 @ Burnsville	TON	2500		
Gilmer	Glenville	TON	2200		
Lewis	Weston (Ben Dale)	TON	2700		
Lewis	Corridor H @ Mudlick	TON	1400		
Upshur	Clow Lot @ Buckhannon	TON	3500		
Upshur	Tennerton	TON	200		
Upshur	Kanawha Head	TON	900		
Webster	Cherry Falls	TON	1400		
Webster	Cowen	TON	1100		
Webster	Hacker Valley	TON	700		NO BID

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 8

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin	TON	1000		NO BID
Pendleton	Judy Gap	TON	600		
Pendleton	Brandywine	TON	400		
Pendleton	Onego	TON	350		
Pendleton	Franklin, 220 South	TON	300		
Pocahontas	Marlinton	TON	800		
Pocahontas	Seebert	TON	700		
Pocahontas	Greenbank	TON	500		
Pocahontas	Bartow (Thornwood)	TON	600		
Pocahontas	Snowshoe	TON	300		
Pocahontas	Slaty Fork	TON	700		
Randolph	Elkins	TON	3000		
Randolph	Harman	TON	1500		
Randolph	Coalton	TON	1500		
Randolph	Valley Head	TON	1000		
Randolph	Mill Creek	TON	1500		
Randolph	Pickens	TON	600		
Randolph	Corridor H Lot @ Elkins	TON	2500		
Tucker	Parsons	TON	1500		
Tucker	Thomas	TON	1800		NO BID

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 9

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	TON	3450		NO BID
Fayette	Corridor L @ Oak Hill	TON	1050		↑
Fayette	Lockout	TON	1850		
Fayette	Glen Ferris	TON	500		
Greenbrier	Lewisburg	TON	1300		
Greenbrier	Crawley	TON	1850		
Greenbrier	I-64 @ Hart's Run	TON	1300		
Monroe	Union	TON	1150		
Monroe	Peterstown	TON	1000		
Nicholas	Summersville	TON	1700		
Nicholas	Curtin	TON	1200		
Nicholas	Corridor L @ Muddlety	TON	4350		↓
Summers	Hinton	TON	1300		NO BID

12. BID SCHEDULE - Sodium Chloride

66-11-C026

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 10

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	TON	3000		NO BID
McDowell	Yukon	TON	500		
McDowell	Johnnycake Mountain	TON	700		
McDowell	Raysel	TON	500		
Mercer	Princeton @ WV 20	TON	4000		
Mercer	Flat Top	TON	900		
Mercer	I-77 @ Princeton	TON	2000		
Raleigh	Skelton	TON	4500		
Raleigh	Bolt	TON	2000		
Raleigh	I-64 @ Bragg	TON	3000		
Wyoming	Pineville	TON	3000		
Wyoming	Still Run	TON	1000		
Wyoming	Hanover	TON	1000		NO BID

13. BID SCHEDULE - Sodium Chloride

66-11-C026

F.O.B. Vendor's Storage Site

Location of Storage Site	Cost Per Ton*
Aliquippa, PA	\$70.00
Baltimore, MD	\$68.00
Willow Island, WV	\$70.00

*Bid price shall include cost of vendor loading District's trucks.



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
6611C026

PAGE
1

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

VENDOR

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353
 LYNDORA PA 16045-0353

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/17/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
TO ANSWER QUESTIONS AND PROVIDE ADDITIONAL INFORMATION AND COMMENTS TOWARD RFQ #6611C026 FOR SODIUM CHLORIDE (ROAD SALT).						
ADD:						
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.						
BID OPENING DATE AND TIME REMAINS 06/29/11 @1:30 P.M.						
0001		TN		775-45		
ROAD MAINTENANCE SALT						
RECEIVED JUN 29 A 9:34 DIVISION STATE OF WV						
***** THIS IS THE END OF RFQ 6611C026 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ronald J. Sweet</i>	TELEPHONE 724-287-0770	DATE June 27, 2011
TITLE Vice President	FEIN 30-0322840	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: 661.1C.026

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 .XXX.

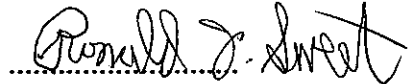
NO. 2

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. 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.



.....
SIGNATURE

Mid - Atlantic Salt, L.L.C.
.....

COMPANY

June 27, 2011
.....

DATE



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

Quotation

6611C026 1

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

*425114234 724-287-0770
 MID ATLANTIC SALT LLC
 PO BOX 353
 LYNDORA PA 16045-0353

SHIP TO
 DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 06/26/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/06/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ANSWERS TO QUESTIONS SUBMITTED FOR SODIUM CHLORIDE (ROAD SALT).		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 06/29/11 @ 1:30 P.M.		
				TO: 07/06/11 @ 1:30 P.M.		
				NO OTHER CHANGES.		
0001		TN		ROAD MAINTENANCE SALT 775-45		
***** THIS IS THE END OF RFQ 6611C026 ***** TOTAL:						

RECEIVED
 JUN 29 A 9:36
 DIVISION OF HIGHWAYS
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ronald J. Sweet* TELEPHONE: 724-287-0770 DATE: June 27, 2011

TITLE: Vice President FEN: 30-0322840 ADDRESS CHANGES TO BE NOTED ABOVE

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

Question:

1. "What is the starting day for the order, will it be the day after the order is received? For example, if an order is received on Monday, would the first of the four days be considered Tuesday?"

Response: The first of the four days will be considered 12:01 AM the morning (working day) following the issue of the release.

2. "Is there a limit to the size of an order, or is there an average order size for orders placed? For example, would the State order in 1,000 ton quantities, or would a typical order run 200-300 tons?"

Response: There is no typical order size.

3. "Does the option of accepting an alternative delivery schedule mean there is flexibility to the four day deadline (assuming a schedule is worked out that ensures prompt deliveries at acceptable volume levels)?"

Response: Yes.

4. "I see that Page 7 states one price for county sites in the Bidding Instructions section and yet on the Contract Award section, it sounds like each line will be awarded and there is a space to write different pricing on each bid line."

Response: This was discussed and clarified at the pre-bid meeting and is also addressed in Addendum #1, Item #7. See below:

7. *Page 7, Section 5. Contract Award reads:*

"All qualified Vendors who submit a valid bid for "FOB Division's Storage Site", Section 12, Bid Schedule will be awarded a contract for those locations for which their bid is low."

Response: The term "locations" should read "county locations".

5. "Are the 0 tons for the locations listed on the bid schedule page for pricing, considered place holders?"

Response: Please refer to Section 2. Scope of Work, from the Bid Specifications. Even though the Division of Highways does not list an estimated quantity to be delivered to some county locations, we do not want to remove these county locations in case of a need for Road Salt at that county location. If the need should arise, an Agency Release will be issued by the Division of Highways to the awarded vendor. Quantities listed on the Bid Schedule are estimates.

Ronald G. Sweet

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: _____

Signed: _____

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

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 owed 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 exceeds 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: Mid - Atlantic Salt, L.L.C.

Authorized Signature: *Ronald J. Sweet* Date: June 22, 2011

State of Pennsylvania

County of Butler, to-wit:

Taken, subscribed, and sworn to before me this 22 day of June, 2011.

My Commission expires 9-12, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

R J White

