



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

Solicitation

NUMBER
6613C027

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 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
04/08/2013

BID OPENING DATE: 04/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
ADDENDUM NO. 01 CREATED TO REISSUE SPECIFICATIONS IN ITS ENTIRETY. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/24/13 AT 1:30 P.M.						
***** THIS IS THE END OF RFQ 6613C027 ***** TOTAL: _____						
04/23/13 02:44:05 PM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE 215-431-7960	DATE 4/19/2013
TITLE Manager/Owner	FEIN 33-0322840	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6613C027
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Created to reissue specifications in its entirety. Terms and conditions pages were omitted in error.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C027

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Mid-Atlantic Salt, LLC

Company



Authorized Signature

4/19/2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 04/16/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

04/24/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a	for	n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Mid-Atlantic Salt, LLC

Contractor's License No. 425114234

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work

 - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

 - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

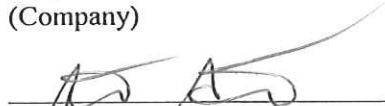
ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Mid-Atlantic Salt, LLC
 (Company)


 (Authorized Signature)

Stephen J. Stein, Manager/Owner
 (Representative Name, Title)

215-431-7960 610-668-7641
 (Phone Number) (Fax Number)

4/9/2013
 (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C027

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1
<input type="checkbox"/> Addendum No. 2
<input type="checkbox"/> Addendum No. 3
<input type="checkbox"/> Addendum No. 4
<input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 10 |
|--|--|

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Mid-Atlantic Salt, LLC

Company



Authorized Signature

4/19/2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for the delivery of Sodium Chloride to specific WVDOH locations and for the pickup of Sodium Chloride by WVDOH owned and/or rented trucks for use in Snow Removal and Ice Control throughout the state of West Virginia.

This contract shall become effective upon award and extends until May 31, 2014. This may or may not be a twelve (12) month contract.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.2.
- 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity and totals attached hereto as Exhibit A and Exhibit B and used to evaluate the RFQ.
- 2.3 “RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6613C027.
- 2.4 “WVDOH”** used throughout this RFQ means the West Virginia Division of Highways.
- 2.5 “Contractor” or “Vendor”** used throughout this RFQ and in any cited 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, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.
- 2.6 “Standard Specs”** used throughout this RFQ means 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, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications.

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3. GENERAL REQUIREMENTS:

- 3.1** The following sections of the Standard Specs 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.

A copy of these Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

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

NOTE: The requirements of the Standard Specs 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 WVDOH owned and/or rented trucks.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Materials: Sodium Chloride shall conform to the requirements of ASTM D632-83 and Type I, Grade 1 and shall be delivered in bulk. Reference: the American Society for Testing and Materials, www.astm.org.

3.2.2 Sampling and Testing: Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH, Materials Division
190 Dry Branch Road
Charleston, WV 25306
Phone: 304-558-3175

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

4. **ACCEPTANCE AND DELIVERY GUARANTEE:** The WVDOH guarantees acceptance of 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 WVDOH, of 120% of the total estimated quantity award to that Vendor. 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, 2014.

EXAMPLE: The total estimated quantity on this Contract is 235,000 tons. If one Vendor is awarded 43,000 tons, the WVDOH guarantees acceptance of 34,400 tons (80%) while the same Vendor shall guarantee delivery of 51,000 tons (125%).

5. **CONTRACT AWARD:**

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. All qualified responsible Vendors which meet all mandatory requirements of this contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit A, Division's Storage Site, will be awarded a contract for those counties for which their bid is low. All qualified responsible Vendors which meet all mandatory requirements of this Contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit B, Vendor's Storage Site will be awarded a contract for this Contract Item.

6. **PRICING PAGES:**

- 6.1 **Pricing Pages:** Vendor should complete the Pricing Pages, Exhibit A and Exhibit B by providing unit prices for Sodium Chloride, per County as requested. Vendors may bid any or all Counties on the Pricing Pages.

Vendor shall submit one bid price for a specific County which shall include all of that County's locations at one unit price per County. This shall apply to the listed Interstate and Corridor sites as well.

NOTE: An award for a County is based on the District where that County is located per the Pricing Page, Exhibit A. Although the WV Turnpike services Counties that are located in a District, the WVDOH and the WV Turnpike do not necessarily service out of the same storage sites. Example: If a Vendor is low bid for District 1, Kanawha County, that does not guarantee that the Vendor will be low bid for WV Turnpike,

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Kanawha County.

The Pricing Pages contain a list of the delivery locations, per County, per District with estimated usage quantities. Guarantee is per Section 4 of these specifications.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
alan.w.cummings@wv.gov.

7. ORDERING AND PAYMENT:

- 7.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 7.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. DELIVERY AND RETURN:

- 8.1 Delivery Time:** An Agency Release for delivery to WVDOH Storage Sites, Pricing Pages, Exhibit A, will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size. An additional spreadsheet, Appendix A, identifies WVDOH Storage Sites providing additional site address information and on-site contact information.

When an Agency Release is issued to an awarded Vendor, from December 1, 2013 through March 15, 2014, a delivery date of four (4) working days shall be established by the WVDOH and provided on the Agency Release; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the

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Agency Release.

An initial delivery must be made on the established delivery date with delivery completely filled within ten (10) working days. The first day of the four (4) working days will be considered 12:01AM, the morning (working day) following the issue of the Agency Release.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of an Agency Release.

Original delivery tickets for each delivered load to the WVDOH storage sites must be signed and retained by a WVDOH representative at the delivery location.

- 8.2 Late or Inability to Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

At the discretion of the WVDOH, 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 economical source, 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 WVDOH storage sites, this quantity shall be included in that Vendor's 80% guaranteed minimum quantity.

The WVDOH reserves the right to invoice the awarded Vendor the difference in cost from that Vendor's price and the alternative economical source's price. In addition to the difference in cost, the WVDOH may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the cancelled Agency Release.

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- 8.4 Weighing Materials Delivered by Truck:** Material delivered by truck shall be weighted in accordance with Section 308.5 of the Standard Specs.
- 8.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 8.6 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 8.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** The Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the quantities of Contract Items purchased per storage

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6613C027 Sodium Chloride

site/County and the total dollar value of the Contract Items purchased. Failure to supply such reports may be grounds for cancellation of this Contract.

- 9.4 **Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Leslie E. George

Telephone Number: 724-287-0770

Fax Number: 724-287-0540

Email Address: midatlanticsalt@zoominternet.net

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000		NO BID
Clay	Widen Road & CR 11	1,300		
Clay	Maysel	450		
Clay	Total Estimated Quantity for County	1,750		NO BID
Kanawha	Chelyan	1,500		
Kanawha	Elkview	1,500		
Kanawha	North Charleston	1,500		
Kanawha	St. Albans	1,500		
Kanawha	I-64 @ Scary Creek	1,250		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,250		
Kanawha	I-77 @ Sissonville	1,250		
Kanawha	I-79 @ Amma	1,250		
Kanawha	Corridor G @ Alum Creek	1,250		
Kanawha	Total Estimated Quantity for County	12,250		NO BID
Mason	Pt. Pleasant	3,000		
Mason	Total Estimated Quantity for County	3,000		NO BID
Putnam	Red House	1,300		
Putnam	Hurricane @ Rt. 34	1,700		
Putnam	US 35	1,000		
Putnam	Total Estimated Quantity for County	4,000		NO BID
Estimated Totals per District		24,000		NO BID

Quantities listed in this RFQ are approximations only. 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 on this Pricing Page, while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	1500		
Cabell	I-64 @ Huntington	600		
Cabell	Total Estimated Quantity for County	2100		NO BID
Lincoln	West Hamlin	1000		
Lincoln	Yawkey	800		
Lincoln	Harts	800		
Lincoln	Total Estimated Quantity for County	2600		NO BID
Logan	Corridor G @ Chapmanville	1200		
Logan	Wilkinson	1200		
Logan	Man	800		
Logan	Total Estimated Quantity for County	3200		NO BID
Mingo	Corridor G @ Miller's Creek	800		
Mingo	Mingo County @ Miller's Creek	1000		
Mingo	Gilbert	600		
Mingo	Total Estimated Quantity for County	2400		NO BID
Wayne	Pritchard	1500		
Wayne	Wayne	1500		
Wayne	Crum	600		
Wayne	Total Estimated Quantity for County	3600		NO BID
Estimated Totals per District		13,900		NO BID

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	1,500		
Calhoun	Total Estimated Quantity for County	1,500	\$78.86	\$118,290.00
Jackson	Ripley	2,800		
Jackson	I-77 @ Medina	1,400		
Jackson	Total Estimated Quantity for County	4,200	\$77.85	\$326,970.00
Pleasants	Belmont	1,600		
Pleasants	Total Estimated Quantity for County	1,600	\$59.29	\$94,864.00
Ritchie	APD Pennsboro	1,000		
Ritchie	Ellenboro	2,200		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	250		
Ritchie	Total Estimated Quantity for County	3,850	\$62.31	\$239,893.50
Roane	Lefthand @ WV 36	700		
Roane	Ambler Ridge @ US 119	200		
Roane	Spencer	1,400		
Roane	Total Estimated Quantity for County	2,300	\$80.98	\$186,254.00
Wirt	Elizabeth	1,400		
Wirt	Total Estimated Quantity for County	1,400	\$66.16	\$92,624.00
Wood	Parkersburg @ Rt. 95S	5,000		
Wood	I-77 @ Parkersburg	3,500		
Wood	Corridor D @ Riverhill	1,500		
Wood	Total Estimated Quantity for County	10,000	\$62.12	\$621,200.00
Estimated Totals per District		24,850		\$1,680,095.50

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	\$67.26	\$100,890.00
Harrison	Gore	3,000		
Harrison	Saltwell	700		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	1,300		
Harrison	Total Estimated Quantity for County	6,800	\$68.57	\$466,276.00
Marion	Fairmont	1,400		
Marion	Mannington	750		
Marion	Total Estimated Quantity for County	2,150	\$81.43	\$175,074.50
Monongalia	I-79 @ Goshen Road	2,000		
Monongalia	Ridgedale	3,500		
Monongalia	Pentress	1,000		
Monongalia	Total Estimated Quantity for County	6,500	\$80.55	\$523,575.00
Preston	Bruceton Mills	4,500		
Preston	Albright	2,000		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	Total Estimated Quantity for County	12,000	\$83.81	\$1,005,720.00
Taylor	Fetterman/Prunytown	2,000		
Taylor	Total Estimated Quantity for County	2,000	\$80.82	\$161,640.00
Estimated Totals per District		30,950		\$2,433,175.50

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	1,000		
Berkeley	1867 Rock Cliff Drive (0502)	1,000		
Berkeley	I-81 @ Exit 8 (0571)	575		
Berkeley	Total Estimated Quantity for County	2,575	\$67.00	\$172,525.00
Grant	Petersburg	1,200		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road (0582)	1,500		
Grant	Total Estimated Quantity for County	3,700	\$81.94	\$303,178.00
Hampshire	Romney	1,000		
Hampshire	Capon Bridge	400		
Hampshire	Slanesville	400		
Hampshire	Total Estimated Quantity for County	1,800	\$74.00	\$133,200.00
Hardy	Moorefield	1,000		
Hardy	Baker	1,000		
Hardy	Total Estimated Quantity for County	2,000	\$74.50	\$149,000.00
Jefferson	Charles Town (0519)	1,000		
Jefferson	Charles Town - New Shed (0564)	1,000		
Jefferson	Total Estimated Quantity for County	2,000	\$67.00	\$134,000.00
Mineral	New Creek	700		
Mineral	Sky Line	1,000		
Mineral	Short Gap	600		
Mineral	District Headquarters	700		
Mineral	Total Estimated Quantity for County	3,000	\$80.00	\$240,000.00
Morgan	Berkeley Springs	1,000		
Morgan	Largent	225		
Morgan	Total Estimated Quantity for County	1,225	\$70.00	\$85,750.00
Estimated Totals per District		16,300		\$1,217,653.00

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1500		
Brooke	Weirton	1000		
Brooke	Total Estimated Quantity for County	2500	\$74.22	\$185,550.00
Hancock	New Manchester	1500		
Hancock	Total Estimated Quantity for County	1500	\$63.30	\$94,950.00
Marshall	Glen Dale	2500		
Marshall	Cameron	1500		
Marshall	Sand Hill	500		
Marshall	Total Estimated Quantity for County	4500	\$77.95	\$350,775.00
Ohio	Triadelphia	3000		
Ohio	I-70 @ Triadelphia	2500		
Ohio	Total Estimated Quantity for County	5500	\$76.52	\$420,860.00
Tyler	Sistersville	1200		
Tyler	Centerville	1000		
Tyler	Total Estimated Quantity for County	2200	\$64.20	\$141,240.00
Wetzel	New Martinsville	1000		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1200		
Wetzel	Total Estimated Quantity for County	3000	\$69.77	\$209,310.00
Estimated Totals per District		19,200		\$1,402,685.00

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	2,500		
Barbour	Belington	2,000		
Barbour	Total Estimated Quantity for County	4,500		NO BID
Braxton	Gassaway	2,000		
Braxton	Heaters	1,400		
Braxton	I-79 @ Coon Knob	2,400		
Braxton	I-79 @ Burnsville	2,500		
Braxton	Total Estimated Quantity for County	8,300		NO BID
Gilmer	Glenville	2,000		
Gilmer	Total Estimated Quantity for County	2,000		NO BID
Lewis	Weston (Ben Dale)	2,500		
Lewis	Corridor H @ Mudlick	1,200		
Lewis	Total Estimated Quantity for County	3,700		NO BID
Upshur	Clow Lot @ Buckhannon	4,200		
Upshur	Tennerton	200		
Upshur	Kanawha Head	800		
Upshur	Total Estimated Quantity for County	5,200		NO BID
Webster	Cherry Falls	1,200		
Webster	Cowen	1,100		
Webster	Hacker Valley	600		
Webster	Total Estimated Quantity for County	2,900		NO BID
Estimated Totals per District		26,600		NO BID

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	600		
Pendleton	Judy Gap	500		
Pendleton	Brandywine	350		
Pendleton	Onego	250		
Pendleton	Franklin, 220 South	150		
Pendleton	Total Estimated Quantity for County	1850	*\$86.00	\$159,100.00
Pocahontas	Marlinton	700		
Pocahontas	Seebert	500		
Pocahontas	Greenbank	400		
Pocahontas	Bartow (Thornwood)	400		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	450		
Pocahontas	Total Estimated Quantity for County	2550	\$96.00	\$244,800.00
Randolph	Elkins	2600		
Randolph	Harman	1200		
Randolph	Coalton	1600		
Randolph	Valley Head	900		
Randolph	Mill Creek	1400		
Randolph	Pickens	500		
Randolph	Corridor H Lot @ Elkins	800		
Randolph	Total Estimated Quantity for County	9000	\$87.00	\$783,000.00
Tucker	Parsons	1000		
Tucker	Thomas	1300		
Tucker	Total Estimated Quantity for County	2300	\$88.00	\$202,400.00
Estimated Totals per District		15,700		\$1,389,300.00

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Vendor shall bid all of a County's locations at one unit price per County.
 Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	3000		
Fayette	Lookout	2000		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	5000	\$102.00	\$510,000.00
Greenbrier	Lewisburg	1250		
Greenbrier	Crawley	1850		
Greenbrier	I-64 @ Hart's Run	1000		
Greenbrier	Total Estimated Quantity for County	4100	\$98.00	\$401,800.00
Monroe	Union	1000		
Monroe	Peterstown	1000		
Monroe	Total Estimated Quantity for County	2000	\$96.00	\$192,000.00
Nicholas	Summersville	2000		
Nicholas	Curtin	1500		
Nicholas	Corridor L @ Muddlety	2500		
Nicholas	Total Estimated Quantity for County	6000	\$100.00	\$600,000.00
Summers	Hinton	1500		
Summers	Total Estimated Quantity for County	1500	\$96.00	\$144,000.00
Estimated Totals per District		18,600		\$1,247,800.00

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	400		
McDowell	Johnnycake Mountain	200		
McDowell	Raysel	200		
McDowell	Total Estimated Quantity for County	2,300	\$118.00	\$271,400.00
Mercer	Princeton @ WV 20	4,500		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	3,000		
Mercer	Total Estimated Quantity for County	8,500	\$110.00	\$935,000.00
Raleigh	Skelton	5,000		
Raleigh	Bolt	2,000		
Raleigh	I-64 @ Bragg	5,000		
Raleigh	Total Estimated Quantity for County	12,000	\$110.00	\$1,320,000.00
Wyoming	Pineville	2,000		
Wyoming	Still Run	800		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	2,900	\$114.00	\$330,600.00
Estimated Totals per District		25,700		\$2,857,000.00

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton".

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

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Kanawha	Chelyan	1,000		
Kanawha	Standard	3,500		
Kanawha	Total Estimated Quantity for County	4,500		NO BID
Mercer	Princeton	1,500		
Mercer	Total Estimated Quantity for County	1,500	\$116.00	\$174,000.00
Raleigh	Beckley	8,500		
Raleigh	Ghent	5,000		
Raleigh	Total Estimated Quantity for County	13,500	\$110.00	\$1,485,000.00
Estimated Totals per District		19,500		\$1,659,000.00

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F.O.B. Vendor's Storage Site

Location of Storage Site		Cost Per Ton*
Aliquippa Terminal		\$65.00
100 Woodlawn Rd., Aliquippa, PA15001		
Baltimore Terminal		\$65.00
2021 S. Clinton St., Baltimore, MD 21224		
Willow Island Terminal		\$65.00
8598 S. Pleasants Hwy., St. Marys, WV 26170		
Wilmington Terminal		\$65.00
700 New Castle Ave., Wilmington, DE19801		

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

APPENDIX A Sodium Chloride 6613C027 STORAGE SITE ADDRESSES AND CONTACT INFORMATION
DISTRICT 1 Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Boone	Clinton @ WV85	WV 85 above Van Wharton, WV 25208	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Rock Creek	203 DOH Garage Road Danville, WV 25053	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Seth	9288 Coal River Road Seth, WV 25181	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Clay	Widen Road & CR 11	4476 Triplett Ridge Road Clay, WV 25043	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Clay	Maysel	Rt 4 Maysel, WV 25133	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Kanawha	Chelyan	14987 MacCorkle Ave Cabin Creek, WV 25035	1334 Smith Street Charleston, WV 25301	Ronald Lawrence	304-558-3010 ronald.lawrence@wv.gov
Kanawha	Elkview	115 Frame Road Elkview, WV 25071	115 Frame Road Elkview, WV 25071	David Fisher	304-558-9155 david.c.fisher@wv.gov
Kanawha	North Charleston	2800 W. Washington Charleston, WV 25387	2800 W. Washington Charleston, WV 25387	David Harper	304-744-3050 david.w.harper@wv.gov
Kanawha	St. Albans	2334 MacCorkle Ave St Albans, WV 25177	2334 MacCorkle Ave St. Albans, WV 25177	Barbara Engelhardt	304-722-0621 barbara.j.engelhardt@wv.gov
Kanawha	I-64 @ Scary Creek	704 Winfield Road St. Albans, WV 25177	704 Winfield Road St. Albans, WV 25177	Rick Hazlewood	304-759-0713 rick.e.hazlewood@wv.gov
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Ave Charleston, WV 25302	2266 Pennsylvania Ave Charleston, WV 25302	Chuck Ward	304-342-2520 charles.e.ward@wv.gov
Kanawha	I-77 @ Sissonville	36 Allen Fork Road Sissonville, WV 25320	36 Allen Fork Road Sissonville, WV 25320	Stanley King	304-988-3241 stanley.w.king@wv.gov
Kanawha	I-79 @ Amma	3134 Amma Road Amma, WV 25005	3134 Amma Road Amma, WV 25005	Kenny Miller	304-565-9801 kenny.a.miller@wv.gov
Kanawha	Corridor G @ Alum Creek	401 Champion Drive South Charleston, WV 25309	401 Champion Drive South Charleston, WV 25309	Robert Atkins	304-756-3634 robert.atkins@wv.gov
Mason	Pt. Pleasant	2702 Jackson Ave Point Pleasant, WV 25550	2702 Jackson Ave Point Pleasant, WV 25550	Chris Shaffer	304-675-0853 chris.b.shaffer@wv.gov
Putnam	Red House	Route 62 Box 2 Red House, WV 25168	3526 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526	3256 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	US 35	US 35 Lat 38 34' 39.71"N Longitude 82 00' 54.58" W	70 Winfield Road St. Albans, WV 25177	Stephen Meeks	304-759-0713 stephen.l.meeks@wv.gov

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins Brian Conrad	304-736-3111 304-528-5674	candis.d.adkins@wv.gov brian.conrad@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Charlene Pullen	304-528-5669	charlene.pullen@wv.gov
Lincoln	West Hamlin	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Yawkey	WV State Route 3 Yawkey, WV 25573	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Harts	McClellan Highway WV Harts, WV 25524	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Kathy Wolfe Debbie Minton	304-528-5684 304-792-7031	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Wilkinson	127 Springfield Road Wilkinson, WV 25653	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-528-5684	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Man	4801 Buffalo Creek Road Amherstdale, WV 25607	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-583-2188	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-528-5682 304-235-6060	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Mingo County @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Gilbert	US 52 Gilbert, WV 25621	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Wayne	Pritchard	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-486-5010	geoffrey.g.adkins@wv.gov
Wayne	Wayne	326 Third Street Wayne, WV 25571	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-528-5681	geoffrey.g.adkins@wv.gov
Wayne	Crum	20351 Tolsia Highway Crum, WV 25669	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-393-2181	geoffrey.g.adkins@wv.gov

APPENDIX A
DISTRICT 3

Sodium Chloride
Delivery: F.O.B. WV Division of Highways Storage Site

6613C027

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Calhoun	Millstone	7619 S. Calhoun Highway Millstone, WV 25261	7619 S. Calhoun Highway Millstone, WV 25261	Chris Carter	304-420-4710 chris.l.carter@wv.gov
Jackson	Ripley	946 Claylick Road Ripley, WV 25271	946 Claylick Road Ripley, WV 25271	Kathy White	304-372-7857 kathy.j.white@wv.gov
Jackson	I-77 @ Medina	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Brian Herdman	304-420-4610 brian.r.herdman@wv.gov
Pleasants	Belmont	WV Route 2 Belmont, WV 26134	401 2nd Street Belmont, WV 26134	Amanda Nichols	304-420-4705 amanda.l.nichols@wv.gov
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	John Barberio	304-659-3027 john.m.barberio@wv.gov
Ritchie	Ellenboro	731 Ellenboro Road Harrisville, WV 26362	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Ritchie	Smithville	#18 Main Street Smithville, WV 26178	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Roane	Leffhand @ WV 36	9734 Clay Road Left Hand, WV 25251	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Ambler Ridge @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Spencer	269 Charleston Road Spencer, WV 25276	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Wirt	Elizabeth	610 Schoolview Street Elizabeth, WV 26143	610 Schoolview Street Elizabeth, WV 26143	Chasity Stephens	304-420-4707 chasity.r.stephens@wv.gov
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	905 Lubeck Avenue Parkersburg, WV 26101	Cindy Butcher	304-420-4700 cindy.l.butcher@wv.gov
Wood	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Wood	Corridor D @ Riverhill	253 @ River Hill Road Washington, WV 26181	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov

APPENDIX A
DISTRICT 4

Sodium Chloride
Delivery: F.O.B. WV Division of Highways Storage Site

6613C027

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Rt 50 Smithburg, WV 26456	PO Box 4220 Clarksburg, WV 26302	Anthony Lopez Ruth Sheets	304-627-2412 304-627-2412	anthony.l.lopez@wv.gov ruth.m.sheets@wv.gov
Harrison	Gore	Rt 20, Gore, WV 26301	PO Box 4220 Clarksburg, WV 26302	Pueblo Bianco Teresa Kirkpatrick	304-627-2140 304-627-2140	pueblo.bianco@wv.gov teresa.j.kirkpatrick@wv.gov
Harrison	Saltwell	Exit 125 of I-79, North of Clarksburg, WV 26301	PO Box 4220 Clarksburg, WV 26302	Pueblo Bianco Teresa Kirkpatrick	304-627-2140 304-627-2140	pueblo.bianco@wv.gov teresa.j.kirkpatrick@wv.gov
Harrison	I-79 @ Lost Creek	Exit 110 of I-79 Lost Creek, WV 26385	PO Box 4220 Clarksburg, WV 26302	Bob Suan Rick Nicholson	304-627-2411 304-627-2411	bob.g.suan@wv.gov ricky.g.nicholson@wv.gov
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Rt 50/7 Tunnel Hill, WV 26426	PO Box 4220 Clarksburg, WV 26302	Roger Grimes Robbie Wilmoth	304-627-2410 304-627-2410	roger.g.grimes@wv.gov robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road Fairmont, WV 26554	PO Box 4220 Clarksburg, WV 26302	Mike Roncone	304-367-2730	michael.j.roncone@wv.gov
Marion	Mannington	US Rt 250 Mannington, WV 26582	PO Box 4220 Clarksburg, WV 26302	Jeff Pethtel	304-986-2600	jeff.l.pethtel@wv.gov
Monongalia	I-79 @ Goshen Road	Exit 146 of I-79 Goshen Road, WV 26508	PO Box 4220 Clarksburg, WV 26302	Norm Cunningham	304-285-3145	norm.r.cunningham@wv.gov
Monongalia	Ridgedale	1510 Grafton Road Morgantown, WV 26508	PO Box 4220 Clarksburg, WV 26302	Larry Weaver	304-285-3207	larry.b.weaver@wv.gov
Monongalia	Pentress	WV Rt 7 Pentress, WV 26544	PO Box 4220 Clarksburg, WV 26302	Ron Cumpston	304-879-5275	larry.b.weaver@wv.gov
Preston	Bruceton Mills	WV Rt 26 South of Bruceton Mills, WV 26525	PO Box 4220 Clarksburg, WV 26302	Robert Denkenberger	304-379-2162	joe.p.cline@wv.gov
Preston	Albright	216 St. Joe Road Albright, WV 26519	PO Box 4220 Clarksburg, WV 26302	Joe Cline	304-329-0192	joe.p.cline@wv.gov
Preston	Terra Alta	WV Rt 7 East of Terra Alta, WV 26764	PO Box 4220 Clarksburg, WV 26302	Tom Loughry	304-789-2521	joe.p.cline@wv.gov
Preston	Fellowsville	UD 50 East of Fellowsville, WV 26444	PO Box 4220 Clarksburg, WV 26302	Sam Cline	304-892-3955	joe.p.cline@wv.gov
Preston	Aurora	US Rt 50 West of Aurora, WV 26705	PO Box 4220 Clarksburg, WV 26302	Harlin Wolfe	304-735-3311	joe.p.cline@wv.gov
Preston	I-68 @ Cooper's Rock	Exit 15 of I-68 Coopers Rock, WV 26525	PO Box 4220 Clarksburg, WV 26302	Ron Burge	304-285-3206	ronald.l.burge@wv.gov
Taylor	Fetterman/Prunytown	US 250 East of Prunytown, WV 26354	PO Box 4220 Clarksburg, WV 26302	John Corio	304-265-6110	john.r.corio@wv.gov

APPENDIX A
DISTRICT 5

Sodium Chloride
Delivery: F.O.B. WV Division of Highways Storage Site

6613C027

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Berkeley	I-81 @ Martinsburg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Nancy Minnick	(304) 267-0060 nancy.e.minnick@wv.gov
Berkeley	1867 Rock Cliff Drive	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Nancy Minnick	(304) 267-0060 nancy.e.minnick@wv.gov
Berkeley	I-81 @ Exit 8	Behind Park n Ride Exit 8 South Bound 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Nancy Minnick	(304) 267-0060 nancy.e.minnick@wv.gov
Grant	Petersburg	H.C. 59, Box 245 (Rt. 28) Petersburg, WV 26847	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Mt. Storm	Corner of WV 42 & Rt. 50 Mt. Storm, WV 26739	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Corridor H @ Knobley Road	US Rt. 48 (off of Corridor H) Maysville, WV 26833	2104 State Rt. 55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hampshire	Romney	H. C. 64, Box 232 (Jersey Mtn. Road) Romney, WV 26757	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Capon Bridge	Rt. 50 Capon Bridge, WV 26711	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Slanesville	Rt. 29 Slanesville, WV 25444	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hardy	Moorefield	2104 State Rt. 55 Moorefield, WV 26836	2104 State Rt. 55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hardy	Baker	Co. Rt. 29 Baker, WV 26801	2104 State Rt. 55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Jefferson	Charles Town	1301 Leetown Pike Keameysville, WV 25430	1301 Leetown Pike Keameysville, WV 25430	Kevin Dodson	(304) 725-5821 kevin.m.dodson@wv.gov
Jefferson	Charles Town - New Shed	1301 Leetown Pike (on same lot as above) Keameysville, WV 25430	1301 Leetown Pike Keameysville, WV 25430	Kevin Dodson	(304) 725-5821 kevin.m.dodson@wv.gov
Mineral	New Creek	H.C. 72, Box 72AA (US Rt. 50) New Creek, WV 26743	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Sky Line	Rt. 42 Elk Garden, WV 26717	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Short Gap	Rt. 28 Ridgeley, WV 26753	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	District Headquarters	US Rt. 50 Burlington, WV 26710	P.O. Box 99 Burlington, WV 26710	Jim Wolford	(304) 289-2261 jim.d.wolford@wv.gov
Morgan	Berkeley Springs	166 DOH Lane (off of US 522) Berkeley Springs, WV 25411	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov
Morgan	Largent	Rt. 9 Great Cacapon, WV 25422	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov

APPENDIX A Sodium Chloride 6613C027 STORAGE SITE ADDRESSES AND CONTACT INFORMATION
 DISTRICT 6 Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Brooke	Wellsburg	WV Route 2, Box 615 Wellsburg, WV 26070	WV Route 2, Box 615 Wellsburg, WV	Beth Green	304-238-1199 beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road Weirton, WV 26062	WV Route 2, Box 615 Wellsburg, WV 26070	Beth Green	304-238-1199 beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Melissa Parmenter	304-238-1200 melissa.r.parmenter@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Marshall	Cameron	33 Courtright Lane Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Ohio	Triadelphia	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Sue Toland	304-238-1202 sue.d.toland@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road Wheeling, WV 26003	3870 National Road Triadelphia, WV	Dave Millhouse	304-238-1065 david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway Sistersville, WV 26175	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road Alma, WV 26320	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14 Pine Grove, WV 26419	N. State Route 2, Box 641 New Martinsville, WV	Dave Sivert	304-889-3251 david.k.sivert@wv.gov
Wetzel	Hundred	US 250, MP3.00 Hundred, WV 26575	N. State Route 2, Box 641 New Martinsville, WV	Mark Poe	304-775-5240 mark.d.poe@wv.gov

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Barbour	Phillipi	1251 Buckhannon Road Phillipi, WV 26416	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Barbour	Belington	248 Dunham Cut Road Belington, WV 26250	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Braxton	Gassaway	1001 State Street Gassaway, WV 26624	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	Heaters	Route 19 North of Heaters Heaters, WV 26627	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	I-79 @ Coon Knob	51 Appalachian Highway Sutton, WV 26601	PO Box 1228 Weston, WV 26452	Charles Armstead	304-364-8440 charles.g.armstead@wv.gov
Braxton	I-79 @ Burnsville	Route 1, Box 435 Burnsville, WV 26335	PO Box 1228 Weston, WV 26452	Roger Balsler	304-863-2454 roger.l.balsler@wv.gov
Gilmer	Glenville	3531 US 33, East Glenville, WV 26351	PO Box 1228 Weston, WV 26452	Cathy Shackelford	304-462-7325 cathy.a.shackelford@wv.gov
Lewis	Weston (Ben Dale)	937 US 19, South Weston, WV 26452	PO Box 1228 Weston, WV 26452	Gaylene Hacker	304-269-0470 e.gaylene.hacker@wv.gov
Lewis	Corridor H @ Mudlick	309 Mud Lick Road Weston, WV 26452	PO Box 1228 Weston, WV 26452	Harley Smith	304-473-4304 harley.d.smith@wv.gov
Upshur	Clow Lot @ Buckhannon	Route 10, Box 391C Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Tennerton	Route 20 South Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Kanawha Head	Route 20 Kanawha Head, WV 26228	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Webster	Cherry Falls	808 Point Mountain Road Webster Springs, WV 26288	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Cowen	6402 Webster Road Cowen, WV 26206	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Hacker Valley	56 Pickens Grade Road Hacker Valley WV 26222	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Pendleton	Franklin, 220 North	3153 Petersburg Pike Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Judy Gap	12795 Mountaineer Drive US 33, Riverton, WV 26814	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Brandywine	12211 Blue Gray Trail CR 21, Brandywine, WV 26802	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Onego	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Franklin, 220 South	6591 Upper South Branch Road Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pocahontas	Marlinton	US 219 Marlinton, WV 24954	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Seebert	CR 27 Seebert, WV 24946	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Greenbank	WV 28 Green Bank, WV 24944	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Bartow (Thornwood)	WV 28 Bartow, WV 24920	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Snowshoe	CR 9/3 Snowshoe, WV 26209	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Slaty Fork	US 219 Slaty Fork, WV 26291	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Randolph	Elkins	108 Beverly Pike Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Harman	US 33 Harman, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Coalton	CR 53 Coalton, WV 26257	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Valley Head	WV 15 Valley Head, WV 26294	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Mill Creek	US 219 Mill Creek, WV 26280	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Pickens	CR 45 Pickens, WV 26230	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Corridor H Lot @ Elkins	US 219 North Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Barry Gardner	(304) 637-0220 lewis.b.gardner@wv.gov
Tucker	Parsons	9209 Seneca Trail Parsons, WV 26287	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov
Tucker	Thomas	WV 32 Thomas, WV 26292	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Fayette	Oak Hill	1885 East Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Road Lewisburg, 24901	Danny Hypes	304-256-6940 danny.h.hypes@wv.gov
Fayette	Lookout	Junction, Co. Rt. 11 US 60 on Co 11 Lookout, WV 25868	146 Stonehouse Road Lewisburg, 24901	Larry Bragg	304-574-0373 danny.h.hypes@wv.gov
Fayette	Falls View	5727 Midland Trail Falls View, WV 25040	146 Stonehouse Road Lewisburg, 24901	Steve Neil	304-779-2860 steven.b.neil@wv.gov
Greenbrier	Lewisburg	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Road Lewisburg, 24901	Nancy Matheney	304-647-7465 nancy.a.matheney@wv.gov
Greenbrier	Crawley	14971 Midland Trail / West, US 60 Crawley, WV 24931	146 Stonehouse Road Lewisburg, 24901	Rick Viers	304-392-6712 richard.a.viers@wv.gov
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64 Caldwell, WV 24925	146 Stonehouse Road Lewisburg, 24901	Steve Hawkins	304-536-1472 steven.j.hawkins@wv.gov
Monroe	Union	875 Sweet Spgs Valley Road, WV 3 Union, WV 24983	146 Stonehouse Road Lewisburg, 24901	Greg Sibold	304-772-3037 william.g.sibold@wv.gov
Monroe	Peterstown	511 Ballard Red Sulphur Parkway, WV 12 Peterstown, WV 24963	146 Stonehouse Road Lewisburg, 24901	Elwin Dillon	304-753-9778 william.g.sibold@wv.gov
Nicholas	Summersville	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	John Jarrell Sr	304-872-0811 john.c.jarrell@wv.gov
Nicholas	Curtin	8238 Richwood Road, WV 20 Curtin, WV 26205	146 Stonehouse Road Lewisburg, 24901	Scott Robinson	304-846-9501 dana.s.robinson@wv.gov
Nicholas	Corridor L @ Muddlety	50 State Garage Road, US 19 Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	Charles Reel	304-872-0823 charles.j.reel@wv.gov
Summers	Hinton	WV 12 5 mi SE 1.3 mi S, WV 3 Hinton, WV 25951	146 Stonehouse Road Lewisburg, 24901	Bill Lilly	304-466-2802 billy.j.lilly@wv.gov

APPENDIX A Sodium Chloride 6613C027 STORAGE SITE ADDRESSES AND CONTACT INFORMATION
 DISTRICT 10 Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
McDowell	Havaco	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Arlie Matney	304-436-6896 arlie.e.matney@wv.gov
McDowell	Yukon	383 Marshall Highway Yukon, WV 24892	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd Johnny Cake, WV 24844	270 Hardwood Lane Princeton, WV 24740	Robert Ortiz	304-938-5308
McDowell	Raysel	N 37.3461 W 81.7791 Raysel, WV 24879	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Mike McMillion	304-425-2782 mike.r.mcmillion@wv.gov
Mercer	Flat Top	21585 Beckley Road Flat Top, WV 25841	270 Hardwood Lane Princeton, WV 24740	Floyd Ricks	304-787-3311 floyd.e.ricks@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Choskie Harmon	304-487-5280 choskie.a.harmon@wv.gov
Raleigh	Skelton	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	James Dalton	304-256-6830 james.h.dalton@wv.gov
Raleigh	Bolt	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Roger Fisher	304-934-5833 roger.l.fisher@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Joe Adkins	304-763-5312 r.joe.adkins@wv.gov
Wyoming	Pineville	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Dave Cox	304-732-7280 james.d.cox@wv.gov
Wyoming	Still Run	9390 River Road Still Run, WV 25882	270 Hardwood Lane Princeton, WV 24740	William Talbert	304-294-4123
Wyoming	Hanover	2959 US 52 Hanover, WV 24839	270 Hardwood Lane Princeton, WV 24740	Dave Green	304-664-8281

APPENDIX A Sodium Chloride 6613C027
 WV TURNPIKE Delivery: F.O.B. WV Turnpike Storage Site

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Storage Site Contact Phone #
Kanawha	Chelyan	Slaughters Creek Rd. at Rt. 61 Chelyan, WV 25335	All Invoices sent to: Judia Purdue, Finance Department WV Parkways Authority P. O. Box 1469 Charleston, WV 25325	Kevin McLaughlin	304-640-8611
Kanawha	Standard	6951 Paint Creek Rd. Standard, WV 25136		Kevin McLaughlin	304-640-8611
Mercer	Princeton	297 Ambrose Lan Princeton, WV 24740		Kevin McLaughlin	304-640-8611
Raleigh	Beckley	201 Pikeview Dr. Beckley, WV 25801		Kevin McLaughlin	304-640-8611
Raleigh	Ghent	Odd Road at I-77 Ghent, WV 25843		Kevin McLaughlin	304-640-8611



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

WV PURCHASING RCR SECT FAX 304-558-4115

Apr 16 2013 03:28pm PU01/005

6613C027

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

*425114234 215-431-7960
MID ATLANTIC SALT LLC
PO BOX 135

GLADWYNE PA 19035

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED
04/16/2013

BID OPENING DATE: 04/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 03						
ISSUED TO DISTRIBUTE VENDOR QUESTIONS AND RESPONSES. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/24/13 AT 1:30 P.M.						
0001	1	TN		775-45		
						SODIUM CHLORIDE
***** THIS IS THE END OF RFQ 6613C027 ***** TOTAL:						

SIGNATURE: *[Signature]* TELEPHONE: 215-431-7960 DATE: 4/19/2013
 TITLE: Manager/owner FEIN: 300322840 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6613C027
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To distribute vendor questions and responses.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM NO. 3

Vendor Questions:

Question 1. The following statements appear to be in conflict. Please clarify.

1. Page 10Item # 5 Quantities - Open End Contract;

"Quantities listed in this Solicitation are approximations only based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown."

2. Page 28Item # 4 - Acceptance and Delivery Guarantee

"The WV DOT guarantees acceptance of 80% of the total estimated quantity awarded to an individual Vendor."

Response:

Section 4 (page 28) of the specifications is intended to supplement item 5 (page 10) of the terms and conditions. While the quantity is an estimate, the agency is guaranteeing acceptance of delivery of 80% of the estimated quantity and the vendor is guaranteeing delivery of 120% of the estimated quantity.

Question 2. page 6 item # 6. The bid states that "any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason."

If a vendor wishes to change price/s before the bid opens. Will the DOT read/accept the "newer" bid only?

Response:

Each bid is time stamped upon receipt. The most recent time stamp will be considered the most current bid.

Question 3. Please confirm on page 9 that this bid is not eligible for renewal or an extension as this option is not completed/selected.

That is correct.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C027

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:


(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Mid-Atlantic Salt, LLC

Company



Authorized Signature

4/19/2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

WV PURCHASING RCR SECT Fax 304-558-4115

Apr 17 2013 10:17am PU01/UKJb

6613C027

1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ALAN CUMMINGS
 304-558-2402

V
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*425114234 215-431-7960
 MID ATLANTIC SALT LLC
 PO BOX 135
 GLADWYNE PA 19035

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
 04/17/2013

BID OPENING DATE: 04/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 04						
ISSUED TO DISTRIBUTE VENDOR QUESTIONS AND RESPONSES. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/24/13 AT 1:30 P.M.						
0001	1	TN		775-45		
				SODIUM CHLORIDE		
***** THIS IS THE END OF RFQ 6613C027 ***** TOTAL:						

SIGNATURE *[Signature]* TELEPHONE 215-431-7960 DATE 4/19/2013
 TITLE Manager/owner FEIN 30-0322840 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6613c027

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Issued to distribute vendor questions and responses.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ATTACHMENT A

Revised 6/8/2012

ADDENDUM #4 RFQ#6613C027

To answer Vendor posed questions:

Question #1 If a vendor mails/Fed Exes a bid, will the purchasing agent let the vendor know if the bid has been received in the bid office?

Response #1 No, our policy does not permit us to confirm nor deny the receipt of a bid.

Question #2 At the bid opening, will vendors be able to get pricing for all points? How will the pricing be shared? And will it be available within 24 hours from time of the bid?

Response #2 One line item will be read aloud at bid opening; however, after bids are read, vendors will have the opportunity to view bids in their entirety. Bids will be placed online for viewing after opening.

Question #3 Please verify the vendor maximum percentage of guarantee delivery. On page 28 Request for Quotation" #4 - "The Vendor shall guarantee delivery, as requested by the WVDOH, of 120% of the total estimated quantity award to that Vendor." The State then provides an example which has 80% for the Minimum but it has 125% for for the Vendor guarantee.

Response #3 This was a typo and calculation error. Please replace the Example provided under Section 4, Acceptance and Delivery Guarantee in the contract specifications with the following example:

EXAMPLE: The total estimated quantity in this Contract is 235,000 tons. If one Vendor is awarded 43,000 tons, the WVDOH guarantees acceptance of 34,400 tons (80%) while the same Vendor shall guarantee delivery of 51,600 tons (120%).

Question #4 Please verify the total tons on this bid. On page 28, #4 under the example it states: "The total estimated quantity on this Contract is 235,000 tons." When tons listed on the pricing sheets are totaled the amount is 235,300 tons.

Response #4 Vendors shall submit their bids per the number of tons per each location in a District according to the Pricing Pages. The total estimated quantity provided in the Example from Section 4, Acceptance and Delivery was just a rounded number used as an example.

Question #5 What is the estimated time frame for awarding this bid?

Response #5 The Purchasing Division and the WVDOH will work diligently to award this contract as quickly as possible.

ADDENDUM #4 RFQ#6613C027

(Continued)

To answer Vendor posed questions:

- Question #6 On page 21, #2 Drug-free workplace - complete the enclosed drug-free workplace affidavit and submit or complete a similar affidavit that fulfills all the requirements. There is no drug-free workplace affidavit included with the bid.
- Response #6 This is not considered a construction contract, vendors are not required to submit this documentation.
- Question #7 Pricing page Exhibit A, page 37 - District 5 - Berkeley County - Delivery Storage Site I-81 @ Martinsburg and 1867 Rock Cliff Drive is listed. Both have estimated tons at 1,000. On Appendix A Storage Site Addresses & Contact Information page 49 - under Berkeley County both storage sites have the same exact address 1867 Rock Cliff Drive, Martinsburg, WV 25401. Can this be combined as 1 point? Or is it 2 points? (Last year it was one point).
- Response #7 No, there shall be two points as requested by the District.
- Question #8 Pricing Page Exhibit A, page 38 - District 6 - Marshall County - Sand Hill is listed with an estimated tons of 500. On appendix A Storage Site Addresses & Contact Information page 50 - under Marshall County Sand Hill is not listed. Please provide the location of this storage site for this 500 tons as this is new to the bid. (Cannot locate a zip code for a Sand Hill WV on USPS.com) Can you please provide a complete address with zip code for this Sand Hill point?
- Response #8 Addendum #1 has already responded to this question.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613c027

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.


Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
 (Check the box next to each addendum received)

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|--|--|
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| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

 Mid-Atlantic Salt, LLC
 Company


 Authorized Signature

 4/19/2013
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

OCTOBER 22, 2009

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

MID-ATLANTIC SALT, LLC

**I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania
do hereby certify that the foregoing and annexed is a true and correct
copy of**

**Limited filed on July 8, 2004,
LIMITED LIABILITY AMENDMENT filed on October 25, 2005**

which appear of record in this department.



**IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office to
be affixed, the day and year above
written.**

Pedro A. Cortés

Secretary of the Commonwealth

MATERIAL SAFETY DATA SHEET

1. Product and Company Identification

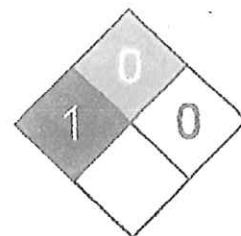
Product Name Sodium Chloride, Salt

Manufacturer Heliopolis Exports
40 Baghdad Street-Korba
Heliopolis-Cairo, Egypt

Supplier Mid - Atlantic Salt, L.L.C.
1305 Hollow Cove
Narberth, PA 19072
Phone: (724) 287-0770
www.mid-atlanticsalt.com

LEGEND HMIS/NFPA	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

Health	1	1
Flammability	0	
Physical Hazard	0	
Personal Protection	E	



2. Hazards Identification

Emergency overview CAUTION
EYE AND SKIN IRRITANT.

Potential short term health effects

Routes of exposure Eye, Skin contact, Inhalation, Ingestion.

Eyes May cause irritation.

Skin May cause irritation.

Inhalation Dusts of this product may cause irritation of the nose, throat, and respiratory tract.

Ingestion May cause stomach distress, nausea or vomiting.

Target organs Eyes. Skin. Respiratory system.

Chronic effects Prolonged or repeated exposure can cause drying, defatting and dermatitis.

Signs and symptoms Symptoms may include redness, edema, drying, defatting and cracking of the skin.
Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

3. Composition / Information on Ingredients

Ingredient(s)	CAS #	Percent
Sodium chloride	7647-14-5	60 - 100

4. First Aid Measures

First aid procedures

Eye contact Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.

Skin contact Brush away excess of dry material. Flush with water. Obtain medical attention if irritation persists.

Inhalation If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.

Ingestion Do not induce vomiting. Rinse mouth with water, then drink one or two glasses of water. Obtain medical attention. Never give anything by mouth if victim is unconscious, or is convulsing.

Notes to physician Symptoms may be delayed.

General advice None Available.

5. Fire Fighting Measures

Flammable properties Not flammable by WHMIS/OSHA criteria. May be combustible at high temperatures.

Extinguishing media	
Suitable extinguishing media	Treat for surrounding material.
Unsuitable extinguishing media	Not available
Protection of firefighters	
Specific hazards arising from the chemical	Not available
Protective equipment for firefighters	Firefighters should wear full protective clothing including self contained breathing apparatus.

6. Accidental Release Measures

Personal precautions	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.
Methods for containment	None necessary.
Methods for cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

7. Handling and Storage

Handling	Avoid breathing dusts from this material.
Storage	Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

8. Exposure Controls / Personal Protection

Exposure limits	Exposure Limits
Ingredient(s)	
Sodium chloride	ACGIH-TLV Not established OSHA-PEL Not established
Engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.
Personal protective equipment	
Eye / face protection	Safety glasses.
Hand protection	Rubber gloves. Confirm with a reputable supplier first.
Skin and body protection	As required by employer code.
Respiratory protection	Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.
General hygiene considerations	Handle in accordance with good industrial hygiene and safety practice. When using do not eat or drink. Wash hands before breaks and immediately after handling the product.

9. Physical & Chemical Properties

Appearance	Crystalline.
Color	White
Form	Crystals
Odor	Odorless.

Odor threshold	Not available
Physical state	Solid
pH	6 - 8 (Neutral)
Melting point	800.9 °C (1473.8 °F)
Freezing point	Not available
Boiling point	1413 °C (2575.4 °F)
Flash point	Not available
Evaporation rate	Not available
Flammability limits in air, lower, % by volume	Not applicable
Flammability limits in air, upper, % by volume	Not applicable
Vapor pressure	0.1 kPa (1 mmHg) @ 865°C
Vapor density	Not applicable
Specific gravity	2.17 (H2O = 1)
Relative density	2.17 g/cm3
Octanol/water coefficient	Not available
Solubility (H2O)	36g/100g H2O @ 20°C
Auto-ignition temperature	Not available
Viscosity	Not applicable
Percent volatile	0 % w/v
Molecular weight	58.4400 g/mole
Molecular formula	NaCl

10. Chemical Stability & Reactivity Information

Chemical stability	Stable under recommended storage conditions.
Conditions to avoid	Do not mix with incompatible materials.
Incompatible materials	Reactive with oxidizing agents, acids, lithium, bromine trifluoride.
Hazardous decomposition products	May include and are not limited to: Chlorine, sodium oxides
Possibility of hazardous reactions	Hazardous polymerization does not occur.

11. Toxicological Information

Component analysis - LC50

Ingredient(s)	LC50
Sodium chloride	> 21000 mg/m3 rat

Component analysis - Oral LD50

Ingredient(s)	LD50
Sodium chloride	3000 mg/kg rat

Effects of acute exposure

Eye	May cause irritation.
Skin	May cause irritation.
Inhalation	Dusts of this product may cause irritation of the nose, throat, and respiratory tract.
Ingestion	May cause stomach distress, nausea or vomiting.
Sensitization	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Chronic effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Carcinogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Mutagenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Reproductive effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Teratogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.

12. Ecological Information

Ecotoxicity	Maybe harmful to freshwater aquatic species and to plants that are not saline tolerant.
Environmental effects	Not available
Aquatic toxicity	Not available
Persistence / degradability	Not available
Bioaccumulation / accumulation	Not available

Partition coefficient	Not available
Mobility in environmental media	Not available
Chemical fate information	Not available

13. Disposal Considerations

Waste codes	Not available
Disposal instructions	Waste must be disposed of in accordance with federal, state/provincial and local environmental control regulations.
Waste from residues / unused products	Not available
Contaminated packaging	Not available

14. Transport Information

Department of Transportation (DOT)
Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG)
Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.
US Federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List.

CERCLA/SARA Hazardous Substances - Not applicable.

Occupational Safety and Health Administration (OSHA)
29 CFR 1910.1200 hazardous chemical No

CERCLA (Superfund) reportable quantity
None

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
-------------------	--

Section 302 extremely hazardous substance	No
---	----

Section 311 hazardous chemical	No
--------------------------------	----

Clean Air Act (CAA)	Not available
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Clean Water Act (CWA)	Not available
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Safe Drinking Water Act (SDWA)	Not available
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Drug Enforcement Agency (DEA)	Not available
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Food and Drug Administration (FDA)	Not available
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WHMIS status	Not Controlled
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State regulations	This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.
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Inventory name

Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

09-Sep-2005

Effective date

01-Sep-2005

Expiry date

01-Sep-2008

Prepared by

Dell Tech Laboratories Ltd. (519) 858-5021

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes access to the weekly *West Virginia Purchasing Bulletin* that advertises purchases expected to exceed \$25,000 which is available online at <http://www.state.wv.us/admin/purchase/newbul.htm>. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of \$125.00. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the Vendor Code of Conduct available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Mid-Atlantic Salt, LLC
Bidding Address 1305 Hollow Cove, Narberth, PA 19072
Narbert, PA 19072
City/State/Zip Narbert, PA 19072
Contact Person Stephen J. Stein
Telephone Number 215-431-7960 Fax Number 610-668-7641

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

2. Vendor Classified As:

- | | |
|---|--|
| <input type="checkbox"/> Individual
<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Corporation
<input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Estate/Trust
<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company (LLC)
<small>[Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] ____</small>
<input type="checkbox"/> Other (Explain) _____ |
|---|--|

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have a FEIN.

FEIN

If you do not have a FEIN, please enter Social Security Number below.

SSN

4. (A) *Small, Women-Owned, Minority-Owned Businesses*

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the *West Virginia Code of State Rules* §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with *West Virginia Code* §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

Certification of Status (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
 - A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

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- Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- Small Business [2]** means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business [3]** means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

5. Are you registering as a new vendor with the Purchasing Division? No Yes

6. Are you updating the information previously submitted? No Yes

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7. Are you completing this form to register a branch/division/subsidiary? No Yes
If yes, please list the parent company's name, address, and FEIN.

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City, and State

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
Stephen J. Stein	Manager/Owner	Narberth, Pennsylvania

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

David H. Marx of Susquehanna Bank Tel.# 484-881-4020 or 215-410-9100

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11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)? N/A


12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. No Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with *West Virginia Code §5A-3-12(e)*.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Stephen J. Stein

Authorized Agent of Vendor (Print Name)

X 
Authorized Agent (Signature)

Manager/Owner

Title

4/19/2013

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

RFQ No. 66130027

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mid-Atlantic Salt, LLC

Authorized Signature: [Signature] Date: 4/19/13

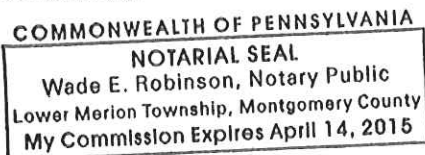
State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 19th day of April, 2013.

My Commission expires April 14, 2015.

AFFIX SEAL HERE



NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

**Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit**