



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 453423

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 

SO Doc ID: DOT1800000113

Legal Name: EASTERN SALT COMPANY INC

Published Date: 6/21/18

Alias/DBA:

Close Date: 7/10/18

Total Bid: \$0.00

Close Time: 13:30

Response Date: 

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 453423
Solicitation Description : SODIUM CHLORIDE - ROADWAY SALT
Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2018-07-10 13:30:00 | SR 0803 ESR07051800000000096 | 1 |

| VENDOR |
|--|
| 000000186827 EASTERN SALT COMPANY INC |

Solicitation Number: CRFQ 0803 DOT1800000113

Total Bid : \$0.00 **Response Date:** 2018-07-06 **Response Time:** 15:56:07

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | FEIN # | DATE |
|--------------------------|---------------|-------------|

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|------------|-----------------------------|
| 1 | Vendor must use Exhibit_A and Exhibit_B Pricing Pages. | 0.00000 | TON | \$0.000000 | \$0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 46161506 | | | |

Extended Description : SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES:
Note: Vendor shall use Exhibit_A and Exhibit_B Pricing Page(s) for bid pricing.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Eastern Salt Company, Inc.

Safety Data Sheet

Section 1. Identification

| | |
|----------------------------------|--|
| Common Product Names: | Road Salt, De-Icing Salt, Sodium Chloride, Salt |
| Recommended Use: | Lowering the freezing point of snow and ice in order to remove it from roads and highways |
| Recommended Restrictions: | None known. Use prudently in fresh water ecologies. |
| Manufacturer: | Eastern Salt Company, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852, USA Ph.: 978-251-8553 |
| Emergency: | CHEMTREC (800) 424-9300 |

Section 2. Hazards Identification

| | |
|--------------------------------|---|
| Physical Hazards: | Not classified |
| Health Hazards: | Not classified |
| Environmental Hazards: | Use prudently in fresh water areas |
| OSHA Defined Hazards: | Not classified |
| Label Elements | |
| Hazard Symbol: | None |
| Signal Word: | None |
| Hazard Statement: | The product does not meet the criteria for classification |
| Precautionary Statement | |
| Prevention: | Observe good industrial hygiene practices |
| Response: | Wash hands after handling |
| Storage: | Soluble in water. Store away from oxidizing agents |
| Disposal: | Dispose of waste and residues in accordance with local authority requirements |

Hazards Not Otherwise Classified (HNOC) None known.

Supplemental Information: Not applicable

Section 3. Composition/Information on Ingredients

Visual Appearance: White solid of small, pebble-sized crystals

Ingredients Sodium Chloride (NaCl) concentrated from 95.99 to 99.99. Trace amounts of calcium, magnesium, potassium. CAS No. 7647-14-5.

Sodium Ferrocyanide Decahydrate (CAS No. 13601-19-9) concentrated from 50 ppm to 100 ppm is added at the mine or the load port as an anti-caking additive to keep road salt free flowing through spreaders. Also known as Yellow Prussiate of Soda or YPS. Approved by FDA as a food additive.

Section 4. First Aid Measures

Eye contact: Immediately flush eyes with plenty of water. Lift upper and lower eyelids occasionally. Get medical attention if irritation persists.

Skin contact: Flush skin with soap and water. Remove clothing and shoes as needed. Get medical attention if irritation persists.

Ingestion: If large amounts are swallowed, give water to drink and seek medical attention. Milk has also been reported as treatment. Do not induce vomiting.

Inhalation: Provide fresh air immediately. Get medical attention if any breathing difficulty occurs.

Notes to Physician: Symptoms may be delayed.

General Information: Ensure that medical personnel are aware of the materials involved, and take precautions to protect themselves.

Section 5. Fire-Fighting Measures

| | |
|---|---|
| Suitable Extinguishing Media: | Salt and salt mixtures are not combustible. |
| Unsuitable Extinguishing Media: | Not applicable |
| Specific Hazards Arising From the Chemical: | During fire, gases hazardous to health may form |
| Special Protective Equipment And Precautions for Firefighters: | Firefighters should wear full protective clothing Use self-contained breathing apparatus as situation dictates |
| Fire-fighting Equipment/Instructions: | Salt is not combustible and is not the material of concern for firefighting equipment or methods. |
| Specific Methods: | In a fire, equipment and methods should be consistent with the combustible material. |
| General Fire Hazards: | Not flammable or combustible. |
| Hazardous combustion products: | If exposed to fire, chlorine, hydrogen chloride, Oxides of sodium could be produced |
| Explosion Data: | None expected. Data not available. |

Section 6. Accidental Release Measures

| | |
|--|--|
| Personal precautions, protective equipment and emergency procedures | Keep unnecessary personnel away. Avoid inhalation of dust from spilled material. Use approved respirator if there is dust at levels exceeding exposure limits. Wear appropriate protective clothing and gear before touching damaged containers or spilled material. |
| Methods and materials for Containment and cleanup: | Vacuum or sweep material into a suitable disposal container. If needed, use a non-reactive dust suppressant. Cleanup spills immediately observing proper procedures with respect to protective equipment or clothing if needed. |
| Environmental precautions: | Avoid direct discharge to water supply areas, unpaved areas, or sanitary sewer systems. |

Section 7. Handling and Storage

Precautions for safe handling:

Use with adequate ventilation in enclosed spaces. Minimize dust generation and accumulation of dust caused by repeated handling. Road salt is hygroscopic (absorbs water from the atmosphere) and can cake and become hard. Avoid contact with strong acids. Avoid contact with the eyes, skins, and clothing. Do not ingest or inhale.

Conditions for safe storage:

Store in cool, dry, ventilated area when available. Store on impermeable surface and avoid leaching or loss to unpaved ground. Take precautions to avoid direct runoff to water supply areas or sanitary sewer systems. Becomes hygroscopic at 70-75% humidity.

Section 8. Exposure Controls/Personal Protection

Occupational Exposure Limits:

No exposure limits noted for ingredients.

Biological Limit Values:

No biological exposure limits noted for the ingredients.

Appropriate Engineering Controls:

Use sufficient ventilation to prevent the buildup of dust or fumes from handling or thermal processes.

OSHA Permissible Exposure Limits (PEL): None established for sodium chloride, which is a soluble substance. General limit for Particulates Not Otherwise Regulated (PNOR): 5 mg/m³ Respirable Dust 8-Hour: 15 mg/ m³

American Conference of Government Industrial Hygienists (ACGIH) Threshold Limit Values (TLV): None established for sodium chloride, which is a soluble substance. General limit for Particulates (insoluble) Not Otherwise Classified (PNOC): 10 mg/ m³ Inhalable Particulate 8-Hours TLV: 3 mg/ m³

**Individual Protection Measures
Such as Personal Protective Equipment:**

Eye/face protection:

Safety glasses or tight-fitting goggles if dusty

| | |
|--|---|
| Skin protection: | |
| Hand Protection: | Wear appropriate chemical-resistant gloves |
| Other: | Wear suitable protective clothing |
| Respiratory protection: | No personal respiratory equipment normally required |
| Thermal Hazards: | Wear appropriate thermal protective clothing when necessary |
| General Hygiene Considerations: | Observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment. |

Section 9. Physical and Chemical Properties

| | |
|--|--|
| Appearance: | Crystalline, white, or with light color from trace geological materials, or colorless |
| Physical State: | Solid. Small-pebble size. |
| Form: | Solid. Small-pebble size. |
| Color: | Varies from white whitish with very light hues from trace geological materials, or colorless |
| Odor: | Odorless |
| Odor Threshold: | Not applicable |
| pH: | 6.7 to 10.0 |
| Melting point/Freezing point: | 1,474° F. (801° C.) |
| Initial boiling point and range: | 2,575° F. |
| Flash point: | Not applicable |
| Evaporation rate: | No information found. |
| Flammability (solid, gas): | No information found |
| Upper/lower flammability or explosive limits: | |
| Flammability – lower (%): | No information found |

| | |
|---|-------------------------------|
| Flammability – higher (%): | No information found |
| Explosive – lower (%): | No information found |
| Explosive – higher (%): | No information found |
| Vapor pressure: | 1.0 @ 865° C. (1,589° F.) |
| Vapor density: | No information found. |
| Relative density: | 2.16 (H ₂ O = 1.0) |
| Solubility (water): | 26.4% |
| Partition coefficient (n-octanol/water): | No information found |
| Auto-ignition temperature: | No information found |
| Decomposition temperature: | No information found |
| Viscosity: | No information found |
| Bulk density: | 70 – 83 lbs/ft ³ |
| Molecular formula: | NaCl |
| Molecular weight: | 58.44 |
| pH in aqueous solution: | 6 - 9 |

Section 10. Stability and Reactivity

| | |
|--|--|
| Reactivity: | Stable and non-reactive under normal conditions of use, storage, and transport |
| Chemical Stability: | Stable under ordinary conditions. Hygroscopic (absorbs water) |
| Possibility of Hazardous Reactions: | No dangerous reaction known under conditions of normal use. |
| Conditions to Avoid: | Contact with incompatible materials (i.e. strong oxidizing agents) |
| Incompatible Materials: | Avoid contact with strong acids. Reacts with most non-noble metals such as iron and steel, building materials, bromine, trifluoride, lithium, especially when wet. Potentially explosive reaction with |

dichloromaleic anhydride and urea. Electrolysis of mixtures with nitrogen compounds may form explosive nitrogen trichloride.

Hazardous Decomposition Products:

When heated above 1,474° F. may evolve chlorine gas or fumes of sodium oxide. May evolve chlorine gas when in contact with strong acids.

Section 11. Toxicological Information

Information on likely routes of exposure:

| | |
|----------------------|--|
| Ingestion: | Expected to be a low ingestion hazard |
| Inhalation: | No adverse effects due to inhalation are expected. Inhalation of dusts may cause respiratory irritation. |
| Skin contact: | Prolonged or repeated skin contact may cause irritation |
| Eye contact: | Direct contact with eyes may cause temporary irritation |

Symptoms related to the physical, chemical, and toxicological characteristics:

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. Effects after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness and other symptoms may be observed.

Information on toxicological effects

| | |
|---|--|
| Acute toxicity | Oral LD50 in mice: 4,000 mg/kg; Oral LD50 in rats: 3,000 mg/kg; Other LD50 mice: 2,602 mg/kg |
| Skin corrosion/irritation | Prolonged skin contact may cause temporary irritation |
| Exposure minutes: | Not available |
| Erythema value: | Not available |
| Oedema value: | Not available |
| Serious eye damage/eye irritation: | Direct contact with eyes may cause temporary irritation |
| Corneal opacity value: | Not available |

| | |
|---|---|
| Iris lesion value: | Not available |
| Conjunctival reddening value: | Not available |
| Recover days: | Not available |
| Respiratory or skin sensitization | |
| Respiratory sensitization: | Not available |
| Skin sensitization: | This product is not expected to cause skin sensitization |
| Germ cell mutagenicity | No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic |
| Mutagenicity | No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic |
| Carcinogenicity | This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA |
| Reproductive toxicity | This product is not expected to cause reproductive or developmental effects |
| Teratogenicity | Not classified |
| Specific target organ toxicity Single exposure | Not classified |
| Specific target organ toxicity Repeated exposure | Not classified |
| Aspiration hazard | Not classified |
| Chronic effects | Not classified |
| Name of toxicologically Synergistic Products | Not available |
| Section 12. Ecological Information | |
| Environmental Fate: | Road salt can move through the environment in the salt form or as dissociated ions. Road salt goes into solution in water. In aquatic systems, chloride ions separate from corresponding cations (sodium, potassium calcium, etc.). The chloride ions can |

pass through soil and water. In soil, the positively charged chloride ions tend to bond with negatively charged soil surfaces. Sodium cations have low reactivity in water. With respect to the anti-caking additive, the ferrocyanide is a complex anion with a very strong bond between the central iron atom and the octahedral configuration of cyanide ligands. Dissociated anions react readily with iron to form ferric ferrocyanide, a very stable, relatively immobile compound. The anion is subject to decomposition if it is in solution and subject to very bright, direct light, but released cyanide recombines rapidly with numerous transition metals to form more stable, less toxic materials.

| | |
|---------------------------------------|--|
| Ecotoxicity: | Care should be taken to reduce release of road salts in freshwater areas. Dispersal and calibration restrictions on spreaders should be followed. EC50 for crustacean (water flea [<i>Daphina magna</i>]) is 340.7 – 469.2 mg/l, 48 hours. LC50 for fish (rainbow trout, Donaldson trout [<i>Oncorhynchus mykiss</i>]) is 4,747 – 7,824 mg/l, 96 hours |
| Persistence and degradability: | No data available |
| Bioaccumulative potential: | No data available |
| Mobility in soil: | No data available |
| Mobility in general: | No data available |
| Other adverse effects: | No other environmental adverse effects anticipated |

Section 13. Disposal Considerations

| | |
|---|--|
| Disposal Instructions: | Collect and reclaim or dispose in sealed containers in accordance with applicable regulations |
| Local disposal regulations: | Dispose in accordance with applicable regulations |
| Hazardous waste code: | The waste code should be assigned in discussion between the user, the producer, and the waste disposal company |
| Waste from residues/unused products: | Dispose of in accordance with local regulations. Empty containers or liners may retain some product |

residues. This material and its container must be disposed of in a safe manner (see Disposal Instructions)

Contaminated packaging:

Empty containers should be taken to an approved waste-handling site for recycling or disposal. Since emptied containers may contain product residue, follow label warnings even after container is emptied.

Section 14. Transport Information

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

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

Section 15. Regulatory Information

U.S. Federal Regulations

All Components are on the US EPA TSCA Inventory List. This product is not known to be a “Hazardous Chemical” as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not Listed

CERCLA Hazardous Substance List (40 CFR 302.4)

Not Listed

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

SARA 302 Extremely Hazardous Substance Not Listed

SARA 311/312 Hazardous Chemical No

SARA 313 (TRI Reporting) Not regulated

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAP) Not regulated

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130) Not regulated

Safe Drinking Water Act (SWDA) Not regulated

Food and Drug Administration Not regulated

US State Regulations

Massachusetts Right to Know (RTK) Substance List Not regulated

Pennsylvania RTK Hazardous Substance Not regulated

Rhode Island RTK Not regulated

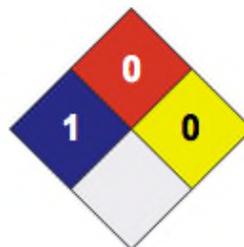
New Jersey RTK Not regulated

Section 16. Other Information

HMIS® ratings:

| LEGEND | |
|----------|---|
| Severe | 4 |
| Serious | 3 |
| Moderate | 2 |
| Slight | 1 |
| Minimal | 0 |

| | |
|---------------------|-----|
| HEALTH | / 1 |
| FLAMMABILITY | 0 |
| PHYSICAL HAZARD | 0 |
| PERSONAL PROTECTION | X |



| | |
|------------------------|----------------|
| Issue date: | June 1, 2015 |
| Revision date: | Not applicable |
| Version Number: | One |

Disclaimer: Eastern Salt Company, Inc. (“Eastern Salt”) believes this information is accurate and is the best information currently available to the company. Eastern Salt, however, makes no representation as to the information’s comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment and conduct their own investigations in determining its appropriateness for a particular purpose. Eastern Salt **MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED**, including without limitation any warranties of merchantability, fitness for a particular purpose with respect to the information set forth herein or the product to which the information refers. In no event shall Eastern Salt be liable for any claims, losses, or damages or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, including, but not limited to, as a result of the use of or reliance upon this information.

It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 453423

Doc Description: SODIUM CHLORIDE - ROADWAY SALT

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-06-21 | 2018-07-10 13:30:00 | CRFQ 0803 DOT1800000113 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Eastern Salt Company, Inc.
 134 Middle Street, Suite 210
 Lowell, MA 01852
 (978) 251-8553

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Shelagh E. Mahoney, President

Signature X *Shelagh E. Mahoney* FEIN # 042195218 DATE July 6, 2018

All offers subject to all terms and conditions contained in this solicitation

| | | | |
|---------------|--------------------------------|---|-----------------------|
| DOT1800000113 | Document Phase Final | Document Description SODIUM CHLORIDE - ROADWAY SALT | Page 3 of 3 |
|---------------|--------------------------------|---|-----------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Eastern Salt Co Inc Address: 134 Middle St, Ste 210,
Lowell, MA 01852

Name of Authorized Agent: _____ Address: _____

Contract Number: CRFQ00803 DOT1800000113 Contract Description: Sodium Chloride-(Roadway Salt

Governmental agency awarding contract: Department of Administration, Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Shelagh E. Mahoney, President

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Shelagh E. Mahoney
Shelagh E. Mahoney, President

Date Signed: July 6, 2018

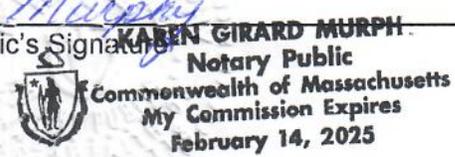
Notary Verification

State of Massachusetts, County of Middlesex:

I, Shelagh E. Mahoney, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of July, 2018.

Karen Girard Murphy
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Eastern Salt Company, Inc.

Authorized Signature: Shelagh E. Mahoney Date: July 6, 2018
Shelagh E. Mahoney, President

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 6th day of July, 2018

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC Karen Girard Murphy
KAREN GIRARD MURPHY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2025
Purchasing Affidavit (Revised 01/19/2018)



REQUEST FOR QUOTATION
CRFQ 0803 DOT180000113
(DOT6618C053)
Sodium Chloride - Roadway Salt

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-end contract for Sodium Chloride - Roadway Salt for use in Snow Removal and Ice Control throughout the state of West Virginia, delivered by the Vendor to specific WVDOH delivery/storage location sites or to be picked up by WVDOH forces from the Vendors' storage sites when delivery is not feasible.

This contract shall become effective upon award and extends until June 30, 2019; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office limited to two successive one-year periods.

The WVDOH will not consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them. 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 contained in wvOASIS or attached hereto as Exhibit A and Exhibit B and used to evaluate the Solicitation.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 "ASTM"** used throughout this Solicitation means the American Society for Testing and Materials. Reference: www.astm.org.
- 2.6 "MSDS"** used throughout this Solicitation means Materials Safety Data Sheet.
- 2.7 "free-flowing"** used throughout this Solicitation means easy continuous natural progression movement without stoppage.

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- 2.8 “Contractor”, “Vendor” or “Supplier” used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.9 “Standard Specs” used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

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, 109.20 and 308.5.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the 2018 Supplemental) using the **Attachment A** Standard Specifications Order Form and sent to:

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

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

NOTE: The requirements of Standard Specs section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, shall apply to all material supplied under this contract.

- 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.

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- 3.2.1 Materials:** Sodium Chloride shall conform to the requirements of the most current version of ASTM D632. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.
- 3.2.2 Anti-Clumping Material:** If an anti-clumping agent is to potentially be applied to Sodium Chloride that will be shipped to any WVDOH delivery/storage location site covered by this contract or that may be picked up by WVDOH forces from a Vendor's storage site, the Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.
- 3.2.3 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 Control, Soils and Testing 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.

- 3.2.4 Moisture Content:** All material shall be covered in transit. Moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534 at any time during the delivery.

Any delivery of Sodium Chloride that does not appear, by visual inspection of the WVDOH District Manager or designee, such as material being saturated/free flowing with water, to meet ASTM E534 will be sampled and tested by the WVDOH. Three samples, one each from the top, middle and bottom of the load, will be pulled by WVDOH personnel, witnessed and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and will be notified of test results within seven (7) days of completion of moisture content testing. Upon testing, the supplier shall be responsible for the weight of water contained in each delivery that is greater than 2.0%. If the moisture content is

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greater than 2.0%, that amount by weight shall be deducted from payment. Price adjustment formula shall be calculated as the following:

EXAMPLE: For a delivery quantity of 75 tons at \$45.00/ton, if the moisture content is found to be 3.5% (1.5% greater than 2.0%), the formula shall be:

75 times \$45.00 equals \$3,375.00

\$3,375.00 times .0150 equals \$50.63 for the total price adjustment.

\$3,375.00 less \$50.63 for a total adjusted delivery price of \$3,324.37

The WVDOH reserves the right to reject, at the discretion of the WVDOH District Manager or designee, materials not found in compliance with the requirements of ASTM E534 and/or if the moisture content is greater than 2.0% or accept the delivery and exercise the price adjustment penalty.

Rejected deliveries will be returned to the supplier at the expense of the supplier in accordance with Section 6.5 of the contract specifications.

If the supplier disputes the test results, they must file a complaint with the WVDOH Maintenance Division Director for review and final decision within seven (7) days of notification of the test results to the supplier.

3.2.5 Unacceptable Material: Delivery of material in an unacceptable condition, by visual inspection of the WVDOH District Manager or designee, such as large unusable chunks, loads mixed with foreign material (i.e. dark-colored contaminants, such as charcoal or cinders) will be rejected immediately.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for Sodium Chloride for all WVDOH delivery/storage location sites.

- A Contract shall be awarded to the Vendor(s) that provide Sodium Chloride meeting the required specifications for those counties for which their bid is low per Pricing Pages, Exhibit A.
- A Contract shall be awarded to any Vendor that submits a bid price per Pricing Page, Exhibit B for pickup by WVDOH forces from the Vendors' storage site. Pickup by WVDOH forces shall only be used by the WVDOH due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

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4.2 Pricing Pages:

- 4.2.1** Vendor should complete Pricing Pages, Exhibit A, by providing delivery unit prices for Sodium Chloride, per County. Vendors may bid any or all Counties on Pricing Pages, Exhibit A. Vendor shall submit one bid price for a specific County which shall include all that County's delivery/storage location sites at one-unit price per County.

The Exhibit_A Pricing Page has been provided in Excel and formatted to automatically calculate the Extended Price for each county when the Unit Price is entered. However, it is the vendors' responsibility to ensure the calculations for their bid is correct before bid submission. In the event of any calculation errors, the Unit Price will prevail.

Pricing Pages, Exhibit A, contains a list of delivery/storage location sites, per County, per District with estimated usage quantities. Purchase/delivery guarantee is per Section 6.2.

- 4.2.2** Due to unforeseen circumstances, if the need should arrive for the WVDOH Forces to pick up Sodium Chloride from a Vendor's storage site(s), if the Vendor agrees to provide the pickup option to the WVDOH, the Vendor should provide pickup unit prices by completing Pricing Page, Exhibit B. Vendor should also provide the storage site's 911 address or most recent physical address on Pricing Page, **Exhibit B**.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

- 4.3** An information spreadsheet is attached (**Attachment_1**) providing WVDOH Delivery/Storage Location Site information to the Vendors with on-site contact information and billing information. This spreadsheet may be updated by the WVDOH at any time during the term of this contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 can accept on-line orders, it should include in its response a brief

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description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, 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.

6. DELIVERY, GUARANTEE AND RETURN:

- 6.1 Delivery:** A Delivery Order will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size.

Shipments for delivery to any WVDOH delivery/storage location site covered by this contract shall be delivered in bulk.

- When a Delivery Order is issued to an awarded Vendor from the inception date of the contract through September 30, 2018, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order; 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 Delivery Order.
- When a Delivery Order is issued to an awarded Vendor, from October 1, 2018 through March 15, 2019, a delivery date of four (4) working days shall be established by the WVDOH and provided on the Delivery Order; 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 Delivery Order.

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

- When a Delivery Order is issued to an awarded Vendor, from March 16, 2019 through June 30, 2019, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order;

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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 Delivery Order.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

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

- 6.2 Delivery Guarantee:** The WVDOH guarantees acceptance of 80% of the total estimated quantity awarded to a Vendor. The Vendor shall guarantee delivery, as requested by the WVDOH, of 120% of the total estimated quantity award to a Vendor. All guaranteed Delivery Orders shall be issued to the awarded Vendor no later than June 30, 2019. All guaranteed deliveries shall be completed prior to June 30, 2019 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.

NOTE: Any submitted maximum volume limit or cap from a Vendor other than what is guaranteed in the previous paragraph could result in the Vendor's bid not meeting the requirements of Section 6.2 and may result in the Vendor's bid being disqualified.

Conditions may dictate adjustment of the actual quantities delivered to specified delivery/storage location sites which have been awarded to a Vendor. Due to the demographics of the State, the WVDOH cannot determine nor predict the amount of snow and/or ice in one area compared to another area.

EXAMPLE OF THE GUARANTEE: The total estimated quantity on this Contract is 191,750 tons. If one Vendor is awarded 43,000 total tons, the WVDOH guarantees acceptance of 34,400 total tons (80%) while the same Vendor shall guarantee delivery of 51,600 total tons (120%). Acceptance and delivery tonnage shall be considered total tonnage awarded to that Vendor, not per District, County and/or WVDOH Delivery/Storage Location Site.

- 6.3 Late or Inability to Deliver:** The Agency placing a Delivery 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.

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If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2018 through March 15, 2019 and an alternative delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order 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 Delivery Order 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 delivery/storage location 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 Delivery Order.

6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's Delivery/Storage location site. 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 if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.5 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 with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck.

Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D632 and ASTM E534 or it will be denied receipt. Material delivered in an unacceptable state such as large unusable chunks, loads mixed with foreign material (i.e. dark colored contaminants such as charcoal or cinders) will be denied receipt.

Arrangements shall be made by the Vendor for the immediate return upon the

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WVDOH denial of receipt. If return by the Vendor is not immediate, the Vendor shall permit the Agency to arrange for the return and the Vendor shall reimburse the Agency for the 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.

6.6 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.

7. PICKUP OPTION: Due to unforeseen circumstances, when delivery by the Vendor is not feasible to meet an immediate need, the WVDOH Forces may pick up Sodium Chloride from a Vendor's storage site(s). There is no typical size or average quantity for pickup. Contact with the Vendor shall be pursued by the WVDOH prior to issuance of a Delivery Order.

7.1 Loading: Vendor shall include the cost of the Vendor loading the WVDOH truck in its bid price and it is not permitted to charge the Agency separately for any loading costs.

8. VENDOR PERFORMANCE: Regarding the material requirement of Section 3.2 and the specific delivery requirements of Section 6, but not limited to, the Vendors shall be fully aware that the WVDOH shall report all negative incidents of vendor performance to the WV Purchasing Division. The WVDOH shall report such incidents on a Vendor Performance Report which shall provide a tracking mechanism on the performance of the Vendor or of its product.

Vendor performance and product quality is crucial to the administration of this contract. When these factors do not meet expectations, the WVDOH shall work with the Vendor to make all efforts to resolve the problem. After all attempts have failed by the WVDOH to resolve the issues with the Vendor, the Vendor Performance Report will immediately be submitted to the WV Purchasing Division for assistance in resolving the problem.

Situations where the Vendor has breached contract or established a pattern of poor performance, the WV Purchasing Division may cancel the contract and/or suspend the Vendor from further participation in the competitive bid process.

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If the Vendor fails to honor any contractual terms or conditions, the WV Purchasing Division Director may suspend the Vendor as having exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the state. Poor performance includes, but is not limited to, a Vendor providing or furnishing commodities, materials or services late, or at a quantity or quality level below that which is specified in the contract.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its

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bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

- 10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Jason Archambault
Telephone Number: (978) 251-8553
Fax Number: (978) 251-8244
Email Address: jarchambault@easternsalt.com

All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site

DISTRICT 1

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location 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 | #VALUE! |
| Clay | Widen Road & CR 11 | 1,350 | | |
| Clay | Maysel | 100 | | |
| Clay | Total Estimated Quantity for County | 1,450 | No Bid | #VALUE! |
| Kanawha | Chelyan | 1,000 | | |
| Kanawha | Elkview | 1,000 | | |
| Kanawha | North Charleston | 1,000 | | |
| Kanawha | St. Albans | 1,000 | | |
| Kanawha | I-64 @ Rt. 119 and Penn. Avenue | 1,700 | | |
| Kanawha | I-77 @ Sissonville | 1,350 | | |
| Kanawha | I-79 @ Amma | 1,700 | | |
| Kanawha | Corridor G @ Alum Creek | 1,700 | | |
| Kanawha | Total Estimated Quantity for County | 10,450 | No Bid | #VALUE! |
| Mason | Glenwood | 0 | | |
| Mason | Pt. Pleasant | 1,000 | | |
| Mason | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Putnam | Red House | 1,000 | | |
| Putnam | Hurricane @ Rt. 34 | 1,000 | | |
| Putnam | I-64 @ Scary Creek | 1,000 | | |
| Putnam | US 35 @ Frazier's Bottom | 1,000 | | |
| Putnam | Total Estimated Quantity for County | 4,000 | No Bid | #VALUE! |
| Estimated Total per District | | 19,900 | | |

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 2**

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Cabell | Barboursville | 4,500 | | |
| Cabell | I-64 @ Huntington | 1,800 | | |
| Cabell | Total Estimated Quantity for County | 6,300 | No Bid | #VALUE! |
| Lincoln | West Hamlin | 1,300 | | |
| Lincoln | Yawkey | 1,000 | | |
| Lincoln | Harts | 1,000 | | |
| Lincoln | Total Estimated Quantity for County | 3,300 | No Bid | #VALUE! |
| Logan | Corridor G @ Chapmanville | 2,000 | | |
| Logan | Wilkinson | 1,500 | | |
| Logan | Man | 1,000 | | |
| Logan | Total Estimated Quantity for County | 4,500 | No Bid | #VALUE! |
| Mingo | Corridor G @ Miller's Creek, Bldg #03011 | 1,300 | | |
| Mingo | Mingo Cty @ Miller's Creek, Bldg #03025 | 1,500 | | |
| Mingo | Gilbert | 500 | | |
| Mingo | Total Estimated Quantity for County | 3,300 | No Bid | #VALUE! |
| Wayne | Pritchard | 1,600 | | |
| Wayne | Wayne | 1,500 | | |
| Wayne | Crum | 1,000 | | |
| Wayne | Total Estimated Quantity for County | 4,100 | No Bid | #VALUE! |
| Estimated Total per District | | 21,500 | | |

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 3

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|-------------------------------------|--|--------------------------|----------------------|------------------|
| Calhoun | Millstone | 1,000 | | |
| Calhoun | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Jackson | Ripley | 3,000 | | |
| Jackson | I-77 @ Medina | 1,200 | | |
| Jackson | Total Estimated Quantity for County | 4,200 | No Bid | #VALUE! |
| Pleasants | Belmont | 1,300 | | |
| Pleasants | Total Estimated Quantity for County | 1,300 | No Bid | #VALUE! |
| Ritchie | APD Pennsboro | 1,700 | | |
| Ritchie | Ellenboro | 3,000 | | |
| Ritchie | Corridor D @ Nutter Farm | 500 | | |
| Ritchie | Smithville | 350 | | |
| Ritchie | Total Estimated Quantity for County | 5,550 | No Bid | #VALUE! |
| Roane | Lefthand @ WV 36 | 100 | | |
| Roane | Ambler Ridge @ US 119 | 50 | | |
| Roane | Spencer | 1,300 | | |
| Roane | Total Estimated Quantity for County | 1,450 | No Bid | #VALUE! |
| Wirt | Elizabeth | 1,000 | | |
| Wirt | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Wood | Parkersburg @ Rt. 95S | 4,500 | | |
| Wood | I-77 @ Parkersburg | 500 | | |
| Wood | Corridor D @ Riverhill | 0 | | |
| Wood | Total Estimated Quantity for County | 5,000 | \$ - | \$ - |
| Estimated Total per District | | 19,500 | | |

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 4

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Doddridge | Smithburg | 1,500 | | |
| Doddridge | Total Estimated Quantity for County | 1,500 | No Bid | #VALUE! |
| Harrison | Gore | 4,500 | | |
| Harrison | Saltwell | 600 | | |
| Harrison | I-79 @ Lost Creek | 1,800 | | |
| Harrison | APD 50 @ Tunnel Hill | 2,000 | | |
| Harrison | Total Estimated Quantity for County | 8,900 | No Bid | #VALUE! |
| Marion | Fairmont | 1,200 | | |
| Marion | Mannington | 750 | | |
| Marion | Total Estimated Quantity for County | 1,950 | No Bid | #VALUE! |
| Monongalia | I-79 @ Goshen Road | 2,500 | | |
| Monongalia | Ridgedale | 4,500 | | |
| Monongalia | Pentress | 900 | | |
| Monongalia | Total Estimated Quantity for County | 7,900 | No Bid | #VALUE! |
| Preston | Bruceton Mills | 3,500 | | |
| Preston | Albright | 1,800 | | |
| 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 | 10,800 | No Bid | #VALUE! |
| Taylor | Fetterman/Prunytown | 1,750 | | |
| Taylor | Total Estimated Quantity for County | 1,750 | No Bid | #VALUE! |
| Estimated Total per District | | 32,800 | | |

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 5

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|-------------------------------------|--|--------------------------|----------------------|----------------------|
| Berkeley | I-81 @ Martinsburg (0571) | 800 | | |
| Berkeley | 1867 Rock Cliff Drive (0502) | 750 | | |
| Berkeley | I-81 @ Exit 8 (0571) | 500 | | |
| Berkeley | Total Estimated Quantity for County | 2,050 | \$ 75.00 | \$ 153,750.00 |
| Grant | Petersburg | 800 | | |
| Grant | Mt. Storm | 1,000 | | |
| Grant | Corridor H @ Knobley Road (0582) | 2,500 | | |
| Grant | Total Estimated Quantity for County | 4,300 | No Bid | #VALUE! |
| Hampshire | Romney | 500 | | |
| Hampshire | Capon Bridge | 500 | | |
| Hampshire | Slanesville | 500 | | |
| Hampshire | Total Estimated Quantity for County | 1,500 | No Bid | #VALUE! |
| Hardy | Moorefield | 700 | | |
| Hardy | Baker | 900 | | |
| Hardy | Total Estimated Quantity for County | 1,600 | No Bid | #VALUE! |
| Jefferson | Charles Town (0519) | 500 | | |
| Jefferson | Charles Town - New Shed (0564) | 500 | | |
| Jefferson | Total Estimated Quantity for County | 1,000 | \$ 75.00 | \$ 75,000.00 |
| Mineral | New Creek | 250 | | |
| Mineral | Sky Line (Elk Garden) | 250 | | |
| Mineral | Short Gap | 250 | | |
| Mineral | District Headquarters (Burlington) | 250 | | |
| Mineral | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Morgan | Berkeley Springs | 500 | | |
| Morgan | Largent | 250 | | |
| Morgan | Total Estimated Quantity for County | 750 | \$ 75.00 | \$ 56,250.00 |
| Estimated Total per District | | 12,200 | | |

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 6

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Brooke | Wellsburg | 1,800 | | |
| Brooke | Weirton | 1,300 | | |
| Brooke | Total Estimated Quantity for County | 3,100 | No Bid | #VALUE! |
| Hancock | New Manchester | 3,100 | | |
| Hancock | Total Estimated Quantity for County | 3,100 | No Bid | #VALUE! |
| Marshall | Glen Dale | 3,100 | | |
| Marshall | Cameron | 1,700 | | |
| Marshall | Sand Hill | 700 | | |
| Marshall | Total Estimated Quantity for County | 5,500 | No Bid | #VALUE! |
| Ohio | Triadelphia | 4,400 | | |
| Ohio | I-70 @ Triadelphia | 4,000 | | |
| Ohio | Total Estimated Quantity for County | 8,400 | No Bid | #VALUE! |
| Tyler | Sistersville | 1,300 | | |
| Tyler | Centerville | 900 | | |
| Tyler | Total Estimated Quantity for County | 2,200 | No Bid | #VALUE! |
| Wetzel | New Martinsville | 1,200 | | |
| Wetzel | Pine Grove | 800 | | |
| Wetzel | Hundred | 1,000 | | |
| Wetzel | Total Estimated Quantity for County | 3,000 | No Bid | #VALUE! |
| Estimated Total per District | | 25,300 | | |

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 7**

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Barbour | Phillipi | 2,200 | | |
| Barbour | Belington | 1,700 | | |
| Barbour | Total Estimated Quantity for County | 3,900 | No Bid | #VALUE! |
| Braxton | Gassaway | 1,200 | | |
| Braxton | Heaters | 800 | | |
| Braxton | I-79 @ Coon Knob | 1,600 | | |
| Braxton | I-79 @ Burnsville | 1,800 | | |
| Braxton | Total Estimated Quantity for County | 5,400 | No Bid | #VALUE! |
| Gilmer | Glenville | 1,300 | | |
| Gilmer | Total Estimated Quantity for County | 1,300 | No Bid | #VALUE! |
| Lewis | Weston (Ben Dale) | 2,000 | | |
| Lewis | Corridor H @ Mudlick | 1,500 | | |
| Lewis | Total Estimated Quantity for County | 3,500 | No Bid | #VALUE! |
| Upshur | Clow Lot @ Buckhannon | 2,900 | | |
| Upshur | Tennerton | 200 | | |
| Upshur | Kanawha Head | 1,000 | | |
| Upshur | Total Estimated Quantity for County | 4,100 | No Bid | #VALUE! |
| Webster | Cherry Falls | 600 | | |
| Webster | Cowen | 600 | | |
| Webster | Hacker Valley | 600 | | |
| Webster | Total Estimated Quantity for County | 1,800 | No Bid | #VALUE! |
| Estimated Total per District | | 20,000 | | |

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 8

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Pendleton | Franklin, 220 North | 225 | | |
| Pendleton | Judy Gap | 225 | | |
| Pendleton | Brandywine | 200 | | |
| Pendleton | Onego | 100 | | |
| Pendleton | Franklin, 220 South | 50 | | |
| Pendleton | Total Estimated Quantity for County | 800 | No Bid | #VALUE! |
| Pocahontas | Marlinton | 400 | | |
| Pocahontas | Seebert | 250 | | |
| Pocahontas | Greenbank | 300 | | |
| Pocahontas | Bartow (Thornwood) | 250 | | |
| Pocahontas | Snowshoe | 100 | | |
| Pocahontas | Slaty Fork | 250 | | |
| Pocahontas | Total Estimated Quantity for County | 1,550 | No Bid | #VALUE! |
| Randolph | Elkins | 750 | | |
| Randolph | Harman | 550 | | |
| Randolph | Coalton | 300 | | |
| Randolph | Valley Head | 350 | | |
| Randolph | Mill Creek | 500 | | |
| Randolph | Pickens | 200 | | |
| Randolph | Corridor H Lot @ Elkins | 600 | | |
| Randolph | Total Estimated Quantity for County | 3,250 | No Bid | #VALUE! |
| Tucker | Parsons | 500 | | |
| Tucker | Corridor H Lot @ Tucker Thomas - 0847 | 250 | | |
| Tucker | Corridor H Lot @ Thomas - 0883 | 0 | | |
| Tucker | Total Estimated Quantity for County | 750 | No Bid | #VALUE! |
| Estimated Total per District | | 6,350 | | |

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
DISTRICT 9

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| Fayette | Oak Hill | 2,300 | | |
| Fayette | Lookout | 1,200 | | |
| Fayette | Falls View | 0 | | |
| Fayette | Total Estimated Quantity for County | 3,500 | No Bid | #VALUE! |
| Greenbrier | Lewisburg | 1,000 | | |
| Greenbrier | Crawley | 2,100 | | |
| Greenbrier | I-64 @ Hart's Run | 1,000 | | |
| Greenbrier | Total Estimated Quantity for County | 4,100 | No Bid | #VALUE! |
| Monroe | Union | 300 | | |
| Monroe | Peterstown | 700 | | |
| Monroe | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Nicholas | Summersville | 1,700 | | |
| Nicholas | Curtin | 1,300 | | |
| Nicholas | Corridor L @ Muddlety | 1,500 | | |
| Nicholas | Total Estimated Quantity for County | 4,500 | No Bid | #VALUE! |
| Summers | Hinton | 1,000 | | |
| Summers | Total Estimated Quantity for County | 1,000 | No Bid | #VALUE! |
| Estimated Total per District | | 14,100 | | |

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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 Delivery/Storage Location Site
 DISTRICT 10

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

| County | WVDOH Delivery/Storage Location Site | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------------------------|--|--------------------------|----------------------|------------------|
| McDowell | Havaco | 1,500 | | |
| McDowell | Yukon | 300 | | |
| McDowell | Johnnycake Mountain | 350 | | |
| McDowell | Raysel | 350 | | |
| McDowell | Total Estimated Quantity for County | 2,500 | No Bid | #VALUE! |
| Mercer | Princeton @ WV 20 | 2,000 | | |
| Mercer | Flat Top | 1,000 | | |
| Mercer | I-77 @ Princeton | 2,500 | | |
| Mercer | Total Estimated Quantity for County | 5,500 | No Bid | #VALUE! |
| Raleigh | Skelton | 4,000 | | |
| Raleigh | Bolt | 500 | | |
| Raleigh | I-64 @ Bragg | 4,000 | | |
| Raleigh | Total Estimated Quantity for County | 8,500 | No Bid | #VALUE! |
| Wyoming | Pineville | 2,500 | | |
| Wyoming | Still Run | 1,000 | | |
| Wyoming | Hanover | 100 | | |
| Wyoming | Total Estimated Quantity for County | 3,600 | No Bid | #VALUE! |
| Estimated Total per District | | 20,100 | | |

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Sodium Chloride

F.O.B. Vendor's Storage Site
For pickup by WVDOH Forces.

| Location of Storage Site | | Cost Per Ton* |
|--------------------------|--|---------------|
| Baltimore, MD | | |
| | | \$ 75.00 |
| | | |
| | | |
| | | \$ - |
| | | |
| | | |
| | | \$ - |
| | | |
| | | |
| | | \$ - |
| | | |
| | | |
| | | \$ - |
| | | |

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