



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 @ 2

List View

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

Procurement Folder: 1690777

Procurement Type: Central Master Agreement

Vendor ID: 000000186827

Legal Name: EASTERN SALT COMPANY INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/09/2025

Response Time: 14:51

Responded By User ID: Eastern

First Name: Donna

Last Name: Capillo

Email: dcapillo@easternminerals.co

Phone: 978-251-8553

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2500000073

Published Date: 6/10/25

Close Date: 6/17/25

Close Time: 13:30

Status: Closed

Solicitation Description: Roadway Salt - Sodium Chloride 6825C016

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: Cannot bid responsibly at this time.

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON	89.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: Picked up at our Oceanport LLC facility located at: 6200 Philadelphia Pike, Claymont, DE 19703

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 1 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 1			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Boone</i>	Clinton @ WV85	1,300	
	Rock Creek	3,250	
	Seth	970	
<i>Boone County Total Estimated</i>		5,520	No Bid
<i>Clay</i>	Widen Road & CR 11	2,500	
	Maysel	230	
<i>Clay County Total Estimated</i>		2,730	No Bid
<i>Kanawha</i>	Chelyan	1,950	
	Elkview	2,850	
	North Charleston	2,850	
	St. Albans	3,250	
	I-64 @ Rt. 119 and Penn. Avenue	1,570	
	I-77 @ Sissonville	1,450	
	I-79 @ Amma	1,450	
Corridor G @ Alum Creek	1,950		
<i>Kanawha County Total Estimated</i>		17,320	No Bid
<i>Mason</i>	Glenwood	650	
	Pt. Pleasant @ Fairground Rd.	6,550	
	Pt. Pleasant @ Jackson Ave.	70	
<i>Mason County Total Estimated</i>		7,270	No Bid
<i>Putnam</i>	Red House	650	
	Hurricane @ Rt. 34	3,250	
	I-64 @ Scary Creek	1,300	
<i>Putnam County Total Estimated</i>		5,200	No Bid
DISTRICT 1 TOTAL		38,040	

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 2 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 2			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Cabell</i>	Barboursville / Cabell Co. HQ	3,500	
	Huntington I-64 Section 1	1,800	
	Huntington 31st Bridge	500	
	Huntington 17th St. Bridge	0	
<i>Cabell County Total Estimated</i>		5,800	No Bid
<i>Lincoln</i>	West Hamlin	2,500	
	Yawkey	1,000	
	Harts	1,200	
<i>Lincoln County Total Estimated</i>		4,700	No Bid
<i>Logan</i>	Corridor G @ Chapmanville	2,500	
	Wilkinson Substation	1,500	
	Man Substation	800	
	Hickory Lane	4,000	
<i>Logan County Total Estimated</i>		8,800	No Bid
<i>Mingo</i>	Corridor G @ Miller's Creek, Bldg #03011	1,000	
	Mingo Cty @ Miller's Creek, Bldg #03025	2,000	
	Gilbert Substation	750	
	Mingo 119 South	1,000	
<i>Mingo County Total Estimated</i>		4,750	No Bid
<i>Wayne</i>	Pritchard Substation	6,000	
	Wayne County Headquarters	2,000	
	Crum Substation	900	
	Heartland Intermodal Gateway	0	
<i>Wayne County Total Estimated</i>		8,900	No Bid
DISTRICT 2 TOTAL		32,950	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 3 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

salt

DISTRICT 3			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Calhoun</i>	Millstone	3,400	
<i>Calhoun County Total Estimated</i>		3,400	No Bid
<i>Jackson</i>	Ripley / Jackson Co. HQ	1,900	
	I-77 @ Medina	1,400	
<i>Jackson County Total Estimated</i>		3,300	No Bid
<i>Pleasants</i>	Belmont	1,800	
<i>Pleasants County Total Estimated</i>		1,800	No Bid
<i>Ritchie</i>	APD Pennsboro	4,100	
	Ellenboro / Harrisville Substation	100	
	Corridor D @ Nutter Farm	275	
	Smithville Substation	350	
<i>Ritchie County Total Estimated</i>		4,825	No Bid
<i>Roane</i>	Lefthand @ WV 36	450	
	Ambler Ridge Substation @ US 119	400	
	Roane County HQ	1,500	
<i>Roane County Total Estimated</i>		2,350	No Bid
<i>Wirt</i>	Elizabeth Substation	1,100	
<i>Wirt County Total Estimated</i>		1,100	No Bid
<i>Wood</i>	Parkersburg @ Rt. 95S	3,900	
	I-77 @ Parkersburg	1,700	
	Corridor D @ Riverhill	550	
<i>Wood County Total Estimated</i>		6,150	No Bid
DISTRICT 3 TOTAL		22,925	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 4 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 4			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	West Union	1,200	
<i>Doddridge County Total Estimated</i>		<i>1,200</i>	No Bid
<i>Harrison</i>	Harrison Co. HQ	5,000	
	Saltwell	600	
	Lost Creek Substation	1,000	
	Tunnel Hill Substation	1,000	
<i>Harrison County Total Estimated</i>		<i>7,600</i>	No Bid
<i>Marion</i>	Marion Co. HQ	1,500	
	Mannington Substation	1,000	
<i>Marion County Total Estimated</i>		<i>2,500</i>	No Bid
<i>Monongalia</i>	Goshen Rd. Substation	1,500	
	Monongalia Co. HQ	5,000	
	Pentress Substation	500	
<i>Monongalia County Total Estimated</i>		<i>7,000</i>	No Bid
<i>Preston</i>	Bruceton Mills Substation	7,000	
	Preston Co. HQ	1,000	
	Terra Alta Substation	1,000	
	Fellowsville Substation	800	
	Aurora Substation	1,000	
	Cooper's Rock Substation	1,500	
<i>Preston County Total Estimated</i>		<i>12,300</i>	No Bid
<i>Taylor</i>	Taylor Co. HQ	1,500	
<i>Taylor County Total Estimated</i>		<i>1,500</i>	No Bid
DISTRICT 4 TOTAL		32,100	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 5 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 5			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Berkeley</i>	Martinsburg Headquarters - 0571 Storage Bldg	1,000	
	Berkeley County Headquarters	1,000	
	Tabler Station - 0502 Storage Bldg	500	
<i>Berkeley County Total Estimated</i>		2,500	No Bid
<i>Grant</i>	Grant Co. HQ	1,000	
	Mt. Storm Substation	800	
	Corridor H @ Knobley Road	1,200	
<i>Grant County Total Estimated</i>		3,000	No Bid
<i>Hampshire</i>	Hampshire Co. HQ	800	
	Capon Bridge Substation	500	
	Slanesville	400	
<i>Hampshire County Total Estimated</i>		1,700	No Bid
<i>Hardy</i>	Hardy Co. HQ	800	
	Baker Substation	800	
<i>Hardy County Total Estimated</i>		1,600	No Bid
<i>Jefferson</i>	Jefferson County Headquarters - 0519 Storage Bldg	1,200	
	9/340 Expressway Headquarters - 0564 Storage Bldg	1,200	
<i>Jefferson County Estimated Total Estimated</i>		2,400	No Bid
<i>Mineral</i>	Mineral Co. HQ	700	
	Skyline Substation	500	
	Short Gap Substation	400	
	District 5 HQ	100	
<i>Mineral County Total Estimated</i>		1,700	No Bid
<i>Morgan</i>	Morgan Co. HQ	700	
	Largent Substation	400	
<i>Morgan County Total Estimated</i>		1,100	No Bid
DISTRICT 5 TOTAL		14,000	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 6 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 6			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Brooke</i>	Brooke County HQ	4,500	
	US 22 Substation	1,500	
<i>Brooke County Total Estimated</i>		6,000	No Bid
<i>Hancock</i>	Hancock County HQ	1,000	
	<i>Hancock County Total Estimated</i>		1,000
<i>Marshall</i>	Marshall Co. HQ	700	
	Lynn Camp Substation	200	
	Cameron Substation	500	
	Sand Hill Substation	150	
<i>Marshall County Total Estimated</i>		1,550	No Bid
<i>Ohio</i>	Ohio Co. HQ	1,500	
	I-70 Interstate HQ	800	
<i>Ohio County Total Estimated</i>		2,300	No Bid
<i>Tyler</i>	Tyler Co. HQ	2,500	
	Centerville Substation	400	
<i>Tyler County Total Estimated</i>		2,900	No Bid
<i>Wetzel</i>	Wetzel Co. HQ	800	
	Pine Grove Substation	300	
	Hundred Substation	500	
<i>Wetzel County Total Estimated</i>		1,600	No Bid
DISTRICT 6 TOTAL		15,350	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 7 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 7			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Barbour</i>	Barbour Co HQ-Shaw Field	500	
	Belington Substation (000113)	500	
<i>Barbour County Total Estimated</i>		1,000	No Bid
<i>Braxton</i>	Braxton County HQ (000444)	700	
	Heaters Substation (000431)	500	
	Coon Knob Substation (000405)	1100	
	Burnsville Substation (000432)	1300	
<i>Braxton County Total Estimated</i>		3,600	No Bid
<i>Gilmer</i>	Gilmer County HQ (001110)	600	
<i>Gilmer County Total Estimated</i>		600	No Bid
<i>Lewis</i>	Lewis County HQ (002108)	1100	
	APD (Weston Mudlick) (002187)	800	
<i>Lewis County Total Estimated</i>		1,900	No Bid
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)	2300	
	Kanawha Head	600	
<i>Upshur County Total Estimated</i>		2,900	No Bid
<i>Webster</i>	Cherry Falls	400	
	RT 20/Cowen Substation (005110)	0	
	Webster County HQ @ Bolair	500	
	Hacker Valley Substation (005120)	100	
<i>Webster County Total Estimated</i>		1,000	No Bid
DISTRICT 7 TOTAL		11,000	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 8 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 8			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Pendleton</i>	Franklin, 220 North	400	
	Judy Gap Substation	350	
	Brandywine Stockpile	200	
	Sugar Grove Substation	150	
	Onego Stockpile	300	
	Franklin Rt. 220 South Lot	200	
<i>Pendleton County Total Estimated</i>		1,600	No Bid
<i>Pocahontas</i>	Pocahontas County HQ	850	
	Seebert Stockpile	650	
	Green Bank Substation	450	
	Bartow Lot	400	
	Snowshoe Stockpile	100	
	Slaty Fork Stockpile	400	
<i>Pocahontas County Total Estimated</i>		2,850	No Bid
<i>Randolph</i>	Randolph Co. HQ	600	
	Harman Substation	450	
	Coalton Substation	750	
	Alpena Saltshed	400	
	Valley Head Substation	550	
	Mill Creek Substation	550	
	Pickens Substation	250	
	Corridor H	1000	
<i>Randolph County Total Estimated</i>		4,550	No Bid
<i>Tucker</i>	Tucker Co. HQ	600	
	Thomas Substation	600	
	Corridor H - Thomas	1000	
<i>Tucker County Total Estimated</i>		2,200	No Bid
DISTRICT 8 TOTAL		11,200	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 9 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

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EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 9			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Fayette</i>	Oak Hill APD	2,900	
	Lookout Substation	2,700	
	Falls View Substation	600	
<i>Fayette County Estimated Total Estimated</i>		6,200	No Bid
<i>Greenbrier</i>	Greenbrier Co. HQ	1,800	
	Crawley Substation	3,500	
	Hart's Run Substation	700	
<i>Greenbrier County Estimated Total Estimated</i>		6,000	No Bid
<i>Monroe</i>	Monroe Co. HQ	1,000	
	Peterstown Substation	500	
<i>Monroe County Estimated Total Estimated</i>		1,500	No Bid
<i>Nicholas</i>	Nicholas Co. HQ	2,400	
	Curtin Substation	900	
	Fenwick	900	
	Corridor L/Muddlety Substation	3,500	
<i>Nicholas County Estimated Total Estimated</i>		7,700	No Bid
<i>Summers</i>	Summers Co. HQ	1,600	
<i>Summers County Estimated Total</i>		1,600	No Bid
DISTRICT 9 TOTAL		23,000	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 10 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

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EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

SALT

DISTRICT 10			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>McDowell</i>	McDowell County HQ	1,800	
	Yukon Substation	300	
	Johnny Cake Substation	450	
	Raysal	450	
<i>McDowell County Total Estimated</i>		3,000	No Bid
<i>Mercer</i>	Mercer County HQ	2,350	
	Flat Top Substation	300	
	I-77 near Princeton	2,350	
<i>Mercer County Total Estimated</i>		5,000	No Bid
<i>Raleigh</i>	Raleigh County HQ	6,500	
	Bolt Substation	300	
	Bragg Substation	4,500	
	Coalfields Expressway	2,500	
<i>Raleigh County Total Estimated</i>		13,800	No Bid
<i>Wyoming</i>	Wyoming County HQ	2,700	
	Still Run Substation	900	
	Hanover Outpost	400	
<i>Wyoming County Total Estimated</i>		4,000	No Bid
DISTRICT 10 TOTAL		25,800	No Bid

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
WVDOH Pick-Up

INSTRUCTIONS: Vendor may provide pricing per ton for WVDOH pick-up and include its supplier/storage site designation and address. Vendor should include the loading of Material into Agency vehicles in its bid pricing.

*Vendor may duplicate this page to add more sites if needed.

Vendor Name:

Eastern Salt Co., Inc.

Sodium Chloride Invoice/Billing Description (Pick-Up):

SALT

Vendor Supplier/Storage Site Name and Address	Vendor Bid Price (cost per ton)
Eastern Salt Co., Inc/Oceanport LLC	\$89.00
6200 Philadelphia Pike	
Claymont, DE 19703	



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

State of West Virginia
 Centralized Request for Quote
 Highways

Proc Folder: 1690777		Reason for Modification:	
Doc Description: Roadway Salt - Sodium Chloride 6625C016		ADDENDUM NO_1 Tech Questions due by 06/06/2025 by 10:00am BID OPENING MOVES TO 06/17/2025 at 1:30 PM	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-30	2025-06-17 13:30	CRFQ 0803 DOT2500000073	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Eastern Salt Co., Inc.

Address :

Street : 134 Middle St, Ste 210

City : Lowell

State : MA **Country :** USA **Zip :** 01852

Principal Contact : Jason P. Archambault

Vendor Contact Phone: 978-251-8553 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Shelagh E. Mahoney* **FEIN#** 04-3195218 **DATE** June 16, 2025

Shelagh E. Mahoney, President

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA	
		VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:
 Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-06-06

SOLICITATION NUMBER: CRFQ DOT2500000073

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000073 (“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

Additional Documentation:

Tech Questions now due 06/06/2025 by 10:00am

Bid Opening Moves to 06/17/2025 at 1:30pm

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000073

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 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.

Eastern Salt Co., Inc.

Company

Shelagh E. Mahoney

Authorized Signature

Shelagh E. Mahoney, President

June 16, 2025

Date

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: The Initial Contract Term will be for a period of one (1) year from the contract effective date _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to one (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. 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 of 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
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 to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” or “Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“Approved Source,” “Approved Product,” or “Approved Vendor”** - terms referring to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. *Reference:*
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

 - 2.3 **“ASTM International” and “ASTM”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. *Reference:* www.astm.org

 - 2.4 **“ATT A,” “Attachment A,” or “Pricing Pages,”** - the schedule of Contract Items attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.

 - 2.5 **“Contract Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

 - 2.6 **“Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits 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 Contract Items through this contract.

 - 2.7 **“Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.

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Sodium Chloride – Roadway Salt

- 2.8 **“F.O.B.” or “Free on Board”** – indicates that the price for Contract Items includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 **“Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies.
- 2.10 **“MCS&T”** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.11 **“MP”** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.12 **“Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.13 **“Sodium Chloride,” “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.
- 2.14 **“Standard Specs”** – refers to the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **“WVDOH” or “Agency”**– means the West Virginia Division of Highways.

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3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Material, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Section 715.2, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH with the Contract Item specified herein on an open-end and continuing basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements shown below.

3.2.1 Sodium Chloride: Material proposed for use under this Contract will require MCS&T approval, in accordance with MP 106.00.03 *Guidelines for Establishing and Maintaining Approved Product Lists of Materials, Systems and Sources*, as amended. Vendor must submit an HL-468 *Preliminary Information for Technology/Product Application* form, a Sodium Chloride Safety Data Sheet (SDS) from all supply sources, and anti-caking agent SDS (if applicable) to MCS&T. Vendors meeting MCS&T requirements will be listed as an approved Vendor on APL 715.002.000 *WVDOH APL - Sodium Chloride (Roadway Salt)*, as amended.

3.2.1.1 Vendors currently listed on APL 715.002.000 will not be required to resubmit documents for approval unless otherwise requested by MCS&T.

3.2.1.2 Vendor is not required to provide MCS&T submission or approval documents with its solicitation response, but must be identified as an approved Vendor on APL 715.002.000 to be considered for contract award.

- Reference: MP 106.00.03:
<https://transportation.wv.gov/highways/mcst/Pages/MP-100s.aspx>
- Reference: HL-468 Form:
<https://transportation.wv.gov/highways/mcst/Pages/tbox.aspx>
- Reference: APL 715.002.000 - Sodium Chloride (Roadway Salt)
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

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3.2.2 Sampling and Testing: MCS&T may conduct sampling and testing of Materials at any time throughout the term of this contract to verify the quality and/or gradation of Vendor provided Sodium Chloride. Sampling and testing inquiries should be directed to:

WVDOH Materials Control, Soils and Testing Division
190 Dry Branch Drive
Charleston, WV 25306
Phone: 304-558-3160
Attn: Environmental and Coatings Section

3.2.3 Moisture Content: Delivered material shall be covered in transit and moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534, as amended, at any time during the delivery. Upon visual inspection by the Agency, a WVDOH District Manager, or their designee, Sodium Chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOH. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from delivered Material by Agency personnel, which shall be witnessed and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and test results within seven (7) business days of test completion. Upon testing, the supplier shall be responsible for moisture content results in excess of 2.0% per delivery and shall deduct the excess weight from the price.

For example: If a delivery of 75 tons costs \$45.00/ton and the moisture content is found to be 3.5%, the adjusted weight will be calculated as follows:

- $3.5\% - 2.0\% = 1.5\%$ (*percentage in excess of 2.0%*)
- $75 \text{ tons} \times \$45.00 = \$3,375.00$ (*original delivery cost*)
- $\$3,375.00 \times 1.5\% = \50.63 (*1.5% of the original delivery cost*)
- $\$3,375.00 - \$50.63 = \$3,324.37$ (*total adjusted cost*)

3.2.4 Unacceptable Material: Upon visual observation and, at the discretion of the WVDOH District Engineer or designee, if Sodium Chloride provided by Vendor is deemed unsatisfactory or not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 for any unacceptable material or reject the delivery in its entirety.

3.2.4.1 Sodium Chloride containing large clumps and/or foreign material, dark colored contaminants, charcoal, cinders, or other debris shall be considered unacceptable.

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3.2.4.2 The decision of the WVDOH District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended.

3.2.4.2.1 Rejected material shall be removed immediately by the Vendor at no cost to the Agency and arrangements shall be made with the ordering Agency to remove the rejected order amount within five (5) calendar days of its notice of unacceptable material. Vendor shall not charge a restocking fee.

4. **CONTRACT AWARD:** This Contract is intended to provide Agencies with a purchase price per ton for Roadway Salt. A Contract shall be awarded to all qualified Vendors providing a bid for delivery per County and whose material meets the requirements set forth in these specifications. A WVDOH District/County map is provided as Exhibit 2 (EXH 2).

4.1 **Pricing Pages:** Vendor shall complete ATT A by providing a bid price per ton for Sodium Chloride and factor into its bid price any equipment, material, delivery, and labor, costs involved. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities on ATT A. Making any such changes to the format or failure to complete ATT A in its entirety may result in the disqualification of Vendor's bid.

4.1.1 Vendor shall provide a price per ton for the delivery of Sodium Chloride, F.O.B., to any or all District/County designated delivery sites listed on ATT A. Exhibit 1 (EXH 1) contains WVDOH District/County delivery site information.

4.1.2 Vendor may provide pricing per ton for WVDOH pick-up and include its supplier/storage site address on the ATT A "Pick-Up Pricing" tab. Vendor should include the loading of Material into Agency vehicles in its bid pricing.

4.1.3 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.1.4 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on ATT A shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract

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Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing pages other than those provided with this solicitation, as described in Section 4, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award.

- 4.2 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.
- 4.3 Cooperative Contracting:** Purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval from the Purchasing Director.

5. ORDERING, GUARANTEES, INVOICING, AND REPORTING:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment address(es) with WVDOH and in wvOASIS.
- 5.1.1** Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders or provide other contract related functions through an online system, it should include in its bid response information and instructions detailing how Agencies may utilize its online system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

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5.1.2 Vendor should return orders that do not include an ADO number to the ordering agency for correction prior to acceptance. Example:

	<p>State of West Virginia Agency Delivery Order</p> <p>Order Date: 10-30-2024</p>	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.
Order Number:	ADO 0803 0842 DOT2500020057	Procurement Folder: 1544938

5.2 Agency Delivery Orders (“ADO”): District personnel must issue an ADO from wvOASIS for specific quantities of Material and detailing the delivery site or pick-up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating an ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax, and shall be in addition to use of Vendor’s online ordering system, if available. **Verbal communication with the Vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

5.2.1 Emergency Requests: Emergency requests received from an Agency shall be prominently noted on the ADO and shall be fulfilled by Vendor within two (2) calendar days of Vendor’s receipt of the accepted Emergency ADO.

5.2.1.1 The determination of an emergency request will be in accordance with Section 2.7 of this Solicitation and will be prominently noted on the ADO.

5.2.1.2 Emergency orders shall be paid at a rate of 105% of Vendor’s awarded bid price.

5.2.2 Successive Deliveries: The WVDOH may submit an ADO to Vendor for multiple, successive deliveries of Sodium Chloride over a series of dates, as designated on the ADO. The Agency shall prominently note “Extended Delivery Order” on associated ADOs and monitor order fulfillment.

5.2.2.1 Vendor shall communicate with the ordering Agency and confirm in writing any issues or potential disruptions in extended delivery order shipments.

5.2.2.2 The ordering Agency shall guarantee acceptance of the total extended delivery order amount, in accordance with the delivery dates designated on the accepted ADO.

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5.2.2.3 Vendor shall guarantee fulfillment of the total extended delivery order amount to its completion and within delivery dates designated on the ADO.

5.3 Deliveries: Vendor shall deliver standard orders within 10 calendar days and emergency orders within two (2) calendar days after receipt and acceptance of an order, unless otherwise directed by the ordering Agency. If the entire order cannot be delivered as indicated on the ADO, an initial delivery must be made by the date indicated on the ADO and documented arrangements for successive deliveries of remaining amounts must be made with the ordering Agency.

5.3.1 Vendor shall ship all orders in accordance with these Specifications and shall not hold orders until a minimum quantity is met.

5.3.2 Vendor shall provide a delivery/weight scale ticket with each shipment of Material transported to an Agency delivery site. The delivery/weight scale ticket must be signed by the delivery driver and a copy must be provided for the ordering Agency at the time of delivery.

5.3.3 Weigh scale tickets for Agency pick-up orders from Vendor's source/supplier site must be signed by the attending supplier site personnel and a copy must be provided to the WVDOH driver after Material has been loaded into an Agency vehicle.

5.4 Purchase and Supply Guarantees: Purchase and Supply Guarantees shall be awarded to each low-bid Vendor per County and will be applied to the total tonnage awarded statewide.

5.4.1 Purchase Guarantee: The WVDOH shall guarantee the purchase of 60% of the total estimated tonnage awarded statewide per Vendor. For example, if a Vendor's statewide estimated total amounts to 43,000 tons for all low-bid counties, the WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.4.2 Supply Guarantee: Vendor shall guarantee availability of 120% of the total estimated tonnage awarded statewide for WVDOH delivery and/or pick up. For example, if a Vendor's statewide estimated quantity amounts to 43,000 tons for all low-bid counties, Vendor guarantees the availability of 51,600 tons for WVDOH purchase throughout the term of the contract.

5.4.3 Orders Beyond 120%: The WVDOH reserves the right to place orders in excess of a low-bid Vendor's Supply Guarantee and shall pay a rate of 110% of the Vendor's bid price per low-bid county.

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5.4.4 Failed Order Adjustments: Should a low-bid awarded Vendor reject, refuse, or fail to fulfill an accepted ADO, causing an Agency to cancel an ADO and purchase from another Vendor, the WVDOH will adjust the ordered or unfulfilled amount from the Purchase and Supply Guarantee fulfillment totals.

5.4.4.1 The ordering Agency shall notify the WVDOH Procurement Division of any rejected, refused, or unfulfilled orders.

5.4.4.2 In the event of five (5) documented failed orders statewide, the WVDOH obligation under Section 5.4.1 of these Specifications will be void.

5.5 Invoicing: Invoices submitted to WVDOH Agencies for payment must contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site designation, as listed on ATT A.
- The Contract Item description (as entered by Vendor on ATT A), unit price, quantity, and extended total.
- The agreed upon Contract Item pick-up or delivery date(s).

Failure to provide the above information may result in payment delays or rejection of Vendor's invoice.

5.6 Vendor Reports: To monitor Purchase and Supply Guarantee obligations, the WVDOH Procurement Division will regularly request delivery and pick-up order data for specific reporting periods. Reports must be submitted in Microsoft Excel spreadsheet format and provide information as shown on the Exhibit 3 (EXH 3) Vendor Report Template. Emergency orders must be prominently indicated.

5.6.1 It is the responsibility of the Vendor to provide reports within the deadlines set for each report request. Failure to comply may result in cancellation of the WVDOH obligation under Section 5.4.1 and/or cancellation of Vendor's contract.

6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:

6.1 Order Acceptance and Written Verification of Receipt: Upon receipt of an ADO or any modifications or revisions thereto sent by the WVDOH, Vendor shall advise the ordering Agency in writing of their acceptance or rejection of an ADO. Failure to provide the WVDOH with written acknowledgement of an ADO/revisions within

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three (3) business days of an ADO being sent shall be considered a refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

- 6.2 Payment:** Upon completion of an order, as indicated on the ADO, 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- 6.3 Failed Delivery and Risk of Loss:** The Agency placing an 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. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor within 36 hours of acceptance of the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete an ADO per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3.1 Liquidated Damages: If the Vendor's delivery completion or correction of deficient deliveries exceed the ADO completion due date or agreed upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless liquidated damages are assessed. The WVDOH may calculate liquidated damages in the amount of \$75.00 per day, per ADO, beginning 15 days after the WVDOH's latest specified ADO deliver by date.

6.3.1.1 Liquidated damages shall be applied by Vendor as an itemized invoice credit for the corresponding ADO.

6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil

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or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.1.6 Immediate cancellation of the Contract.

7.1.7 Immediate cancellation of one or more release orders issued under this Contract.

7.1.8 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** 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.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

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8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing 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. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 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.*

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: June 13, 2023 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov

5. *VERBAL COMMUNICATION:* *Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.*

Bids submitted in paper, facsimile, or via WV OASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:	
BUYER:	JOHN ESTEP
SOLICITATION NO.:	CRFQ 0803 DOT2500000073
BID OPENING DATE:	July 1, 2025
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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 confirmation of delivery is provided by WV OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: July 1, 2025 @1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
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 Acknowledgement Form. 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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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 **shall** 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award to receive the preferences made available to resident vendors.

16. 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 § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor ~~www.OASIS or the Purchasing Division's website to determine when a contract has been~~ awarded.

22. 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.