



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

**State of West Virginia
 Request for Quotation
 19 - Highways**

Proc Folder: 212105

Doc Description: SODIUM CHLORIDE (ROADWAY SALT)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-06	2016-05-31 13:30:00	CRFQ 0803 DOT1600000099	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Eastern Salt Company, Inc.
 134 Middle St, Ste 210
 Lowell, MA 01852

05/26/16 09:35:36
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty Delong
 (304) 558-8802
 misty.m.delong@wv.gov

Shelagh E. Mahoney, President

Signature X

Shelagh E. Mahoney

FEIN# 04-3195218

DATE May 25, 2016

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

ADDITIONAL INFORMATION:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE (ROADWAY SALT)	1.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :

SODIUM CHLORIDE (ROADWAY SALT)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2016-05-13



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 212105

Doc Description: Addendum 1 SODIUM CHLORIDE (ROADWAY SALT)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-18	2016-05-31 13:30:00	CRFQ 0803 DOT1600000099	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

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 134 Middle St, Ste 210
 Lowell, MA 01852

FOR INFORMATION CONTACT THE BUYER

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Shelagh E. Mahoney, President

Signature X *Shelagh E. Mahoney*

FEIN # 04-3195218

DATE May 25, 2016

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ADDITIONAL INFORMATION:

Addendum 1 - attach Excel version of pricing pages to solicitation.
 No other changes made.

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

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No City	WV99999	No City	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE (ROADWAY SALT)	1.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :
 SODIUM CHLORIDE (ROADWAY SALT)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-05-13

SOLICITATION NUMBER: CRFQ DOT1600000099
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attach Excel version of pricing pages to solicitation.

No other changes made.

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

Terms and Conditions:

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

ATTACHMENT A

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites.

Vendor may bid any or all Counties.

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

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000	NO BID	NO BID
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	450		
Clay	Total Estimated Quantity for County	1,800	NO BID	NO BID
Kanawha	Chelyan	2,000		
Kanawha	Elkview	1,850		
Kanawha	North Charleston	2,000		
Kanawha	St. Albans	3,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,700		
Kanawha	I-77 @ Sissonville	1,350		
Kanawha	I-79 @ Amma	1,700		
Kanawha	Corridor G @ Alum Creek	1,700		
Kanawha	Total Estimated Quantity for County	15,300	NO BID	NO BID
Mason	Pt. Pleasant	3,000		
Mason	Total Estimated Quantity for County	3,000	NO BID	NO BID
Putnam	Red House	1,300		
Putnam	Hurricane @ Rt. 34	1,700		
Kanawha	I-64 @ Scary Creek	2,000		
Putnam	US 35	1,500		
Putnam	Total Estimated Quantity for County	6,500	NO BID	NO BID
Estimated Total per District		29,600		NO BID

Quantities listed in this solicitation are estimated quantities.

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All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites.

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	4875		
Cabell	I-64 @ Huntington	1650		
Cabell	Total Estimated Quantity for County	6525	NO BID	NO BID
Lincoln	West Hamlin	1300		
Lincoln	Yawkey	975		
Lincoln	Harts	975		
Lincoln	Total Estimated Quantity for County	3250	NO BID	NO BID
Logan	Corridor G @ Chapmanville	1700		
Logan	Wilkinson	1300		
Logan	Man	975		
Logan	Total Estimated Quantity for County	3975	NO BID	NO BID
Mingo	Corridor G @ Miller's Creek, Bldg #03011	1300		
Mingo	Mingo Cty @ Miller's Creek, Bldg #03025	1500		
Mingo	Gilbert	500		
Mingo	Total Estimated Quantity for County	3300	NO BID	NO BID
Wayne	Pritchard	1650		
Wayne	Wayne	1500		
Wayne	Crum	1000		
Wayne	Total Estimated Quantity for County	4150	NO BID	NO BID
Estimated Total per District		21,200		NO BID

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	1,500		
Calhoun	Total Estimated Quantity for County	1,500	NO BID	NO BID
Jackson	Ripley	2,300		
Jackson	I-77 @ Medina	1,200		
Jackson	Total Estimated Quantity for County	3,500	NO BID	NO BID
Pleasants	Belmont	1,800		
Pleasants	Total Estimated Quantity for County	1,800	NO BID	NO BID
Ritchie	APD Pennsboro	1,500		
Ritchie	Ellenboro	2,000		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	300		
Ritchie	Total Estimated Quantity for County	4,200	NO BID	NO BID
Roane	Lefthand @ WV 36	600		
Roane	Ambler Ridge @ US 119	100		
Roane	Spencer	1,200		
Roane	Total Estimated Quantity for County	1,900	NO BID	NO BID
Wirt	Elizabeth	1,000		
Wirt	Total Estimated Quantity for County	1,000	NO BID	NO BID
Wood	Parkersburg @ Rt. 95S	3,500		
Wood	I-77 @ Parkersburg	1,500		
Wood	Corridor D @ Riverhill	1,000		
Wood	Total Estimated Quantity for County	6,000	NO BID	NO BID
Estimated Total per District		19,900		NO BID

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
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 by the "Unit Cost Per Ton".

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,800		
Doddridge	Total Estimated Quantity for County	1,800	NO BID	NO BID
Harrison	Gore	5,000		
Harrison	Saltwell	700		
Harrison	I-79 @ Lost Creek	2,000		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	9,700	NO BID	NO BID
Marion	Fairmont	1,400		
Marion	Mannington	750		
Marion	Total Estimated Quantity for County	2,150	NO BID	NO BID
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	5,500		
Monongalia	Pentress	1,100		
Monongalia	Total Estimated Quantity for County	9,100	NO BID	NO BID
Preston	Bruceton Mills	5,000		
Preston	Albright	2,000		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	Total Estimated Quantity for County	12,500	NO BID	NO BID
Taylor	Fetterman/Prunytown	2,000		
Taylor	Total Estimated Quantity for County	2,000	NO BID	NO BID
Estimated Total per District		37,250		NO BID

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
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 by the "Unit Cost Per Ton".

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	1,000		
Berkeley	1867 Rock Cliff Drive (0502)	750		
Berkeley	I-81 @ Exit 8 (0571)	950		
Berkeley	Total Estimated Quantity for County	2,700	\$74.67	\$201,609.00
Grant	Petersburg	500		
Grant	Mt. Storm	500		
Grant	Corridor H @ Knobley Road (0582)	3,500		
Grant	Total Estimated Quantity for County	4,500	NO BID	NO BID
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,500	\$78.50	\$117,750.00
Hardy	Moorefield	700		
Hardy	Baker	900		
Hardy	Total Estimated Quantity for County	1,600	NO BID	NO BID
Jefferson	Charles Town (0519)	500		
Jefferson	Charles Town - New Shed (0564)	500		
Jefferson	Total Estimated Quantity for County	1,000	\$74.67	\$74,670.00
Mineral	New Creek	250		
Mineral	Sky Line	250		
Mineral	Short Gap	250		
Mineral	District Headquarters	250		
Mineral	Total Estimated Quantity for County	1,000	NO BID	NO BID
Morgan	Berkeley Springs	500		
Morgan	Largent	250		
Morgan	Total Estimated Quantity for County	750	\$75.50	\$56,625.00
Estimated Total per District		13,050		\$450,654.00

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1800		
Brooke	Weirton	1300		
Brooke	Total Estimated Quantity for County	3100	NO BID	NO BID
Hancock	New Manchester	3100		
Hancock	Total Estimated Quantity for County	3100	NO BID	NO BID
Marshall	Glen Dale	3100		
Marshall	Cameron	1700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	5500	NO BID	NO BID
Ohio	Triadelphia	4400		
Ohio	I-70 @ Triadelphia	4000		
Ohio	Total Estimated Quantity for County	8400	NO BID	NO BID
Tyler	Sistersville	1300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2200	NO BID	NO BID
Wetzel	New Martinsville	1200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1000		
Wetzel	Total Estimated Quantity for County	3000	NO BID	NO BID
Estimated Total per District		25,300		NO BID

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

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

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DISTRICT 8

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	470		
Pendleton	Judy Gap	380		
Pendleton	Brandywine	250		
Pendleton	Onego	190		
Pendleton	Franklin, 220 South	110		
Pendleton	Total Estimated Quantity for County	1400	NO BID	NO BID
Pocahontas	Marlinton	900		
Pocahontas	Seebert	600		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	550		
Pocahontas	Snowshoe	200		
Pocahontas	Slaty Fork	600		
Pocahontas	Total Estimated Quantity for County	3350	NO BID	NO BID
Randolph	Elkins	1600		
Randolph	Harman	800		
Randolph	Coalton	880		
Randolph	Valley Head	640		
Randolph	Mill Creek	960		
Randolph	Pickens	400		
Randolph	Corridor H Lot @ Elkins	1600		
Randolph	Total Estimated Quantity for County	6880	NO BID	NO BID
Tucker	Parsons	1200		
Tucker	Thomas	1100		
Tucker	Total Estimated Quantity for County	2300	NO BID	NO BID
Estimated Total per District		13,930		NO BID

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	3500		
Fayette	Lookout	1500		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	5000	NO BID	NO BID
Greenbrier	Lewisburg	1200		
Greenbrier	Crawley	2200		
Greenbrier	I-64 @ Hart's Run	1000		
Greenbrier	Total Estimated Quantity for County	4400	NO BID	NO BID
Monroe	Union	1000		
Monroe	Peterstown	1000		
Monroe	Total Estimated Quantity for County	2000	NO BID	NO BID
Nicholas	Summersville	1500		
Nicholas	Curtin	1000		
Nicholas	Corridor L @ Muddlety	2000		
Nicholas	Total Estimated Quantity for County	4500	NO BID	NO BID
Summers	Hinton	1500		
Summers	Total Estimated Quantity for County	1500	NO BID	NO BID
Estimated Total per District		17,400		NO BID

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

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	300		
McDowell	Johnnycake Mountain	500		
McDowell	Raysef	250		
McDowell	Total Estimated Quantity for County	2,550	NO BID	NO BID
Mercer	Princeton @ WV 20	3,500		
Mercer	Flat Top	750		
Mercer	I-77 @ Princeton	3,500		
Mercer	Total Estimated Quantity for County	7,750	NO BID	NO BID
Raleigh	Skelton	7,500		
Raleigh	Bolt	500		
Raleigh	I-64 @ Bragg	4,000		
Raleigh	Total Estimated Quantity for County	12,000	NO BID	NO BID
Wyoming	Pineville	3,000		
Wyoming	Still Run	2,000		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	5,100	NO BID	NO BID
Estimated Total per District		27,400		NO BID

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Sodium Chloride

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

Location of Storage Site		Cost Per Ton*
Terminal: 2021 S Clinton St Baltimore, MD 21224		\$70.00/TON

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000099

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Eastern Salt Company, Inc.

Company

Shelagh E. Mahoney

Authorized Signature

Shelagh E. Mahoney, President

May 25, 2016

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 212105

Doc Description: Addendum 2 SODIUM CHLORIDE (ROADWAY SALT)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-18	2016-05-31 13:30:00	CRFQ 0803 DOT1600000099	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Eastern Salt Company, Inc.
 134 Middle St, Ste 210
 Lowell, MA 01852

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Shelagh E. Mahoney, President

Signature X *Shelagh E. Mahoney*

FEIN # 04-3195218

DATE May 25, 2016

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ADDITIONAL INFORMATION:

Addendum 2 - To attach Technical Questions and responses.
No other changes made.

Addendum 1 - attach Excel version of pricing pages to solicitation.
No other changes made.

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE (ROADWAY SALT)	1.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :
SODIUM CHLORIDE (ROADWAY SALT)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-05-13

SOLICITATION NUMBER: CRFQ DOT1600000099

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attach vendor questions and responses.

No other changes made.

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

Terms and Conditions:

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

ATTACHMENT A

Addendum 2 – Technical Questions

1. At the bid opening, will vendors be able to obtain pricing information for all vendors for all points? If not, how and when will results be communicated?
 - a. If a bid total is not provided we will read one line from each bid. All bids will be available on the Purchasing Division website typically within 24 hours of bid opening.

2. What is the estimated time frame for awarding this bid?
 - a. There is not an estimated time frame for awards at this time.

3. Our company services the State of West Virginia from depots with varying cost structures and inventory capabilities. Will the state consider limiting the volume adjustments to the District level only, not by total tonnage, unless by mutual agreement? (Referring to the statement 'Conditions may dictate adjustment of the actual quantities delivered to specified locations' under Section 6.2 'Acceptance and Delivery Guarantee for Pricing Pages...'.
 - a. No. Due to the demographics of the State, WVDOH cannot determine or predict the amount of snow and/or ice in one area compared to another area thus the adjustment of delivers to various WVDOH locations.

4. Item 1 under Specifications states '...this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s)...'. Would the State consider adding the option to negotiate a CPI or PPI price change (increase or decrease) for the secondary and tertiary contract year as per mutual agreement?
 - a. Typically we do not allow for price adjustments. If the prices can't be honored at the time of renewal a contract, we will likely go back out for bid.

5. Due to potential limitations, may vendors indicate a maximum volume limit or cap on submitted bid proposal?
 - a. No. Any submitted maximum volume limit or cap on a Vendor's submitted bid proposal could result in the Vendor not meeting Section 6.2 of the contract specifications and may result in the Vendor's bid being disqualified.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT160000099

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Eastern Salt Company, Inc.

Company

Shelagh E. Mahoney

Authorized Signature

Shelagh E. Mahoney, President

May 25, 2016

Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **May 13, 2016**

Submit Questions to: Misty Delong
2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Misty.M.Delong@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Misty Delong
SOLICITATION NO.: CRFQ DOT1600000099
BID OPENING DATE: May 31, 2016
BID OPENING TIME: 1:30 PM, EST
FAX NUMBER:

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. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (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).

Bid Opening Date and Time: May 31, 2016 at 1:30 PM, EST.

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 Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: 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 should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. 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.

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

19. 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.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "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: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

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

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

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

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of according to Section 6.2, 6.3, 6.5 and 8.0, but not limited to, of the Contract Specifications

for _____

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.

11. 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.

12. 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.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

15. 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.

16. 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 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.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. COMPLIANCE: 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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. 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.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

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.

Jason Archambault, Sales Representative
(Name, Title)
Jason Archambault, Sales Representative
(Printed Name and Title)
134 Middle St, Ste 210, Lowell, MA 01852
(Address)
(978) 251-8553 Fax: (978) 251-8244
(Phone Number) / (Fax Number)
jarchambault@easternsalt.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Eastern Salt Co., Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Shelagh E. Mahoney, President
(Printed Name and Title of Authorized Representative)

May 25, 2016
(Date)

Phone: (978) 251-8553/Fax: (978) 251-8244
(Phone Number) (Fax Number)

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 contract for Sodium Chloride (Roadway Salt) for use in Snow Removal and Ice Control throughout the state of West Virginia, delivered by the Vendor to specific WVDOH delivery/storage location sites or to be picked up by WVDOH forces from the Vendors' storage sites when delivery is not feasible.

This contract shall become effective upon award and extends until June 30, 2017; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office limited to two successive one-year periods.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.2.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and Exhibit B, and used to evaluate the Solicitation.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **"ASTM"** used throughout this Solicitation means the American Society for Testing and Materials. Reference: www.astm.org.
 - 2.6 **"MSDS"** used throughout this Solicitation means Materials Safety Data Sheet.
 - 2.7 **"Contractor"** or **"Vendor"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

2.8 “Standard Specs” used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, 109.20 and 308.5.

A complete hard copy of the Standard Specs may be obtained from:

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

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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

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

3.2.1 **Materials:** Sodium Chloride shall conform to the requirements of the most current version of ASTM D632. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

3.2.2 **Anti-Clumping Material:** If an anti-clumping agent is to potentially be applied to Sodium Chloride that will be shipped to any WVDOH delivery/storage location site covered by this contract or that may be picked up by WVDOH forces from a Vendor’s storage site, the Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

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

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

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

4. CONTRACT AWARD:

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

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

4.2 Pricing Pages:

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

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

4.2.2 Due to unforeseen circumstances, if the need should arrive for the WVDOH Forces to pick up Sodium Chloride from a Vendor's storage site(s), if the Vendor is in agreement to provide the pickup option to the WVDOH, the Vendor should provide pickup unit prices by completing

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

Pricing Page, Exhibit B. Vendor should also provide the storage site's 911 address or most recent physical address on Pricing Page, Exhibit B.

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

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

5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY, GUARANTEE AND RETURN:

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

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

- When a Delivery Order is issued to an awarded Vendor from the inception date of the contract through September 30, 2016, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

- When a Delivery Order is issued to an awarded Vendor, from October 1, 2016 through March 15, 2017, a delivery date of **four (4) working days** shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

- When a Delivery Order is issued to an awarded Vendor, from March 16, 2017 through June 30, 2017, a delivery date of **ten (10) working days** shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

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

- 6.2 Acceptance and Delivery Guarantee:** The WVDOH guarantees acceptance of 80% of the total estimated quantity awarded to a Vendor. The Vendor shall guarantee delivery, as requested by the WVDOH, of 120% of the total estimated quantity award to a Vendor. All guaranteed Delivery Orders shall be issued to the awarded Vendor no later than June 30, 2017. All guaranteed deliveries shall be completed prior to June 30, 2017 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.

Conditions may dictate adjustment of the actual quantities delivered to specified delivery/storage location sites which have been awarded to a Vendor.

EXAMPLE: The total estimated quantity on this Contract is 231,030 tons. If one Vendor is awarded 43,000 total tons, the WVDOH guarantees acceptance of 34,400 total tons (80%) while the same Vendor shall guarantee delivery of 51,600 total tons (120%). Acceptance and delivery

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

tonnage shall be considered total tonnage awarded to that Vendor, not per District, County and/or WVDOH Delivery/Storage Location Site.

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

If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2016 through March 15, 2017 and an alternative delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order and proceed to obtain the required quantity of Sodium Chloride from an alternative economical source.

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

The quantity, required to fulfill the canceled Delivery Order obtained through an alternate economical source, will be deducted from the awarded Vendor's **80% guaranteed minimum quantity**.

If the alternate economical source chosen to fulfill this request is a Vendor which has also been awarded a Contract for other WVDOH delivery/storage location sites, this quantity shall be included in that Vendor's **80% guaranteed minimum quantity**.

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

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's Delivery/Storage location site. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D632 or it will be denied receipt. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. PICKUP OPTION:** Due to unforeseen circumstances, when delivery by the Vendor is not feasible to meet an immediate need, the WVDOH Forces may pick up Sodium Chloride from a Vendor's storage site(s). There is no typical size or average quantity for pickup. Contact with the Vendor shall be pursued by the WVDOH prior to issuance of a Delivery Order.
- 7.1 Loading:** Vendor shall include the cost of the Vendor loading the WVDOH truck in its bid price and it is not permitted to charge the Agency separately for any loading costs.
- 8. VENDOR PERFORMANCE:** Regarding the material requirement of Section 3.2, the specific delivery requirements of Section 6.1, Section 6.2 and Section 6.3 and the return of unacceptable items of Section 6.5, but not limited to, the Vendors shall be fully aware that the WVDOH shall report all negative incidents of vendor performance to the WV Purchasing Division. The WVDOH shall report such incidents on a Vendor Performance Report which shall provide a tracking mechanism on the performance of the Vendor or of its product.

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

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

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

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

9. VENDOR DEFAULT:

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

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

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

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

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

REQUEST FOR QUOTATION
Sodium Chloride (Roadway Salt)

- 10.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jason Archambault
Telephone Number: (978) 251-8553
Fax Number: (978) 251-8244
Email Address: jarchambault@easternsalt.com

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 1

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Boone	Clinton @ WV85	WV 85 above Van Wharton, WV 25208	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Rock Creek	203 DOH Garage Road Danville, WV 25053	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Seth	9288 Coal River Road Seth, WV 25181	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Clay	Widen Road & CR 11	4476 Triplett Ridge Road Clay, WV 25043	4476 Triplett Ridge Road Clay, WV 25043	Terry Legg	304-587-4241 terry.a.legg@wv.gov
Clay	Maysel	Route 4 Maysel, WV 25133	4476 Triplett Ridge Road Clay, WV 25043	Terry Legg	304-587-4241 terry.a.legg@wv.gov
Kanawha	Chelyan	14987 MacCorkle Avenue Cabin Creek, WV 25035	1334 Smith Street Charleston, WV 25301	Ronald Lawrence	304-558-3010 ronald.lawrence@wv.gov
Kanawha	Elkview	115 Frame Road Elkview, WV 25071	115 Frame Road Elkview, WV 25071	Bobby Brown	304-558-9155 brodis.r.brown@wv.gov
Kanawha	North Charleston	2800 W. Washington Charleston, WV 25387	2800 W. Washington Charleston, WV 25387	Kenney Hammrick	304-744-3050 kenney.r.hammrick@wv.gov
Kanawha	St. Albans	2334 MacCorkle Avenue St Albans, WV 25177	2334 MacCorkle Avenue St. Albans, WV 25177	Barbara Engelhardt	304-722-0621 barbara.j.engelhardt@wv.gov
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Avenue Charleston, WV 25302	2266 Pennsylvania Avenue Charleston, WV 25302	Andy Estep	304-342-2520 andy.l.estep@wv.gov
Kanawha	I-77 @ Sissonville	36 Allen Fork Road Sissonville, WV 25320	36 Allen Fork Road Sissonville, WV 25320	Stanley King	304-988-3241 stanley.w.king@wv.gov
Kanawha	I-79 @ Amma	3134 Amma Road Amma, WV 25005	3134 Amma Road Amma, WV 25005	Kenny Miller	304-565-9801 kenny.a.miller@wv.gov
Kanawha	Corridor G @ Alum Creek	401 Champion Drive South Charleston, WV 25309	401 Champion Drive South Charleston, WV 25309	Jackie Blankenship	304-756-3634 jackie.p.blankenship@wv.gov
Mason	Pt. Pleasant	2702 Jackson Avenue Point Pleasant, WV 25550	2702 Jackson Avenue Point Pleasant, WV 25550	Ernie Watterson	304-675-0853 ernie.p.watterson@wv.gov
Putnam	Red House	Route 62 Box 2 Red House, WV 25168	3526 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526	3256 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	I-64 @ Scary Creek	704 Winfield Road St. Albans, WV 25177	704 Winfield Road St. Albans, WV 25177	Rick Hazlewood	304-759-0713 rick.e.hazlewood@wv.gov
Putnam	US 35	US 35 Lat 38 34' 39.71"N Longitude 82 00' 54.58" W	70 Winfield Road St. Albans, WV 25177	Wade Crouch	304-759-0713 wade.m.crouch@wv.gov

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 2 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins	304-736-3111	candis.d.adkins@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Brian Conrad Bobby Smith	304-528-5674 304-528-5669	brian.conrad@wv.gov bobby.g.smith@wv.gov
Lincoln	West Hamlin	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Ronald Bowen Glenna Eplin	304-528-5669 304-528-5685	ronald.l.bowen@wv.gov glenna.eplin@wv.gov
Lincoln	Yawkey	WV State Route 3 Yawkey, WV 25573	P.O. Box 880 Huntington, WV 25712	Elisa Perry Glenna Eplin	304-824-3434 304-528-5685	elisa.m.perry@wv.gov glenna.eplin@wv.gov
Lincoln	Harts	McClellan Highway Harts, WV 25524	P.O. Box 880 Huntington, WV 25712	Elisa Perry Glenna Eplin	304-824-3434 304-528-5685	elisa.m.perry@wv.gov glenna.eplin@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry Enoch Workman	304-528-5684 304-792-7031	elizabeth.a.spry@wv.gov enoch.f.workman@wv.gov
Logan	Wilkinson	127 Springfield Road Wilkinson, WV 25653	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry Enoch Workman	304-792-7035 304-528-5684	elizabeth.a.spry@wv.gov enoch.f.workman@wv.gov
Logan	Man	4801 Buffalo Creek Road Amherstdale, WV 25607	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry Enoch Workman	304-792-7035 304-583-2188	elizabeth.a.spry@wv.gov enoch.f.workman@wv.gov
Mingo	Corridor G @ Miller's Creek Building #03011	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Johnny Kirk Dallas Messer	304-528-5682 304-235-6060	johnny.m.kirk@wv.gov dallas.messer@wv.gov
Mingo	Mingo County @ Miller's Creek Building #03025	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Tenna Brinager John Marcum	304-235-6003 304-528-5682	tenna.c.brinager@wv.gov john.h.marcum@wv.gov
Mingo	Gilbert	US 52 Gilbert, WV 25621	P.O. Box 880 Huntington, WV 25712	Tenna Brinager John Marcum	304-235-6003 304-528-5682	tenna.c.brinager@wv.gov john.h.marcum@wv.gov
Wayne	Pritchard	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Ellen Spry Glenn Matthews	304-528-5681 304-486-5010	ellen.e.dabney-spry@wv.gov glenn.a.matthews@wv.gov
Wayne	Wayne	326 Third Street Wayne, WV 25571	P.O. Box 880 Huntington, WV 25712	Ellen Spry Glenn Matthews	304-528-5681 304-528-5681	ellen.e.dabney-spry@wv.gov glenn.a.matthews@wv.gov
Wayne	Crum	20351 Tolsia Highway Crum, WV 25669	P.O. Box 880 Huntington, WV 25712	Ellen Spry Glenn Matthews	304-528-5681 304-393-2181	ellen.e.dabney-spry@wv.gov glenn.a.matthews@wv.gov

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 3

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Calhoun	Millstone	7619 S. Calhoun Highway Millstone, WV 25261	624 Depot Street Parkersburg, WV 26101	Chris Carter	304-420-4710 chris.l.carter@wv.gov
Jackson	Ripley	946 Claylick Road Ripley, WV 25271	624 Depot Street Parkersburg, WV 26101	Scott Whited	304-372-7857 scott.r.whited@wv.gov
Jackson	I-77 @ Medina	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Jimmy Belcher	304-420-4610 jimmy.l.belcher@wv.gov
Pleasants	Belmont	WV Route 2 Belmont, WV 26134	624 Depot Street Parkersburg, WV 26101	Amanda Nichols	304-420-4705 amanda.l.nichols@wv.gov
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	John Barberio	304-659-3027 john.m.barberio@wv.gov
Ritchie	Ellenboro	731 Ellenboro Road Harrisville, WV 26362	624 Depot Street Parkersburg, WV 26101	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov
Ritchie	Smithville	#18 Main Street Smithville, WV 26178	624 Depot Street Parkersburg, WV 26101	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Roane	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Roane	Ambler Ridge @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Roane	Spencer	269 Charleston Road Spencer, WV 25276	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Wirt	Elizabeth	610 Schoolview Street Elizabeth, WV 26143	624 Depot Street Parkersburg, WV 26101	Chasity Stephens	304-420-4707 chасыtу.r.stephens@wv.gov
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Susan Swecker	304-420-4700 susan.b.swecker@wv.gov
Wood	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov
Wood	Corridor D @ Riverhill	253 @ River Hill Road Washington, WV 26181	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Route 50 Smithburg, WV 26456	P. O. Box 4220 Clarksburg, WV 26302	Mike Cronin Ruth Sheets	304-627-2412 304-627-2412	michael.g.cronin@wv.gov ruth.m.sheets@wv.gov
Harrison	Gore	Route 20 Gore, WV 26301	P. O. Box 4220 Clarksburg, WV 26302	Don Skinner Tammy Carson	304-627-2140 304-627-2140	donald.l.skinner@wv.gov tammy.l.carson@wv.gov
Harrison	Saltwell	Exit 125 off I-79, North of Clarksburg, WV 26301	P. O. Box 4220 Clarksburg, WV 26302	Bob Suan Cliff Fulton	304-627-2411 304-627-2411	bob.g.suan@wv.gov clifford.w.fulton@wv.gov
Harrison	I-79 @ Lost Creek	Exit 110 off I-79 Lost Creek, WV 26385	P. O. Box 4220 Clarksburg, WV 26302	Bob Suan Cliff Fulton	304-627-2411 304-627-2411	bob.g.suan@wv.gov clifford.w.fulton@wv.gov
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Route 50/7 Tunnel Hill, WV 26426	P. O. Box 4220 Clarksburg, WV 26302	Roger Grimes Robbie Wilmoth	304-627-2410 304-627-2410	roger.g.grimes@wv.gov robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road Fairmont, WV 26554	P. O. Box 4220 Clarksburg, WV 26302	Jeff Pethtel DeeDee Wood	304-367-2730 304-367-2730	jeff.l.pethtel@wv.gov delores.j.wood@wv.gov
Marion	Mannington	US Route 250 Mannington, WV 26582	P. O. Box 4220 Clarksburg, WV 26302	Don Luzadder DeeDee Wood	304-986-2600 304-367-2730	donald.e.luzadder@wv.gov delores.j.wood@wv.gov
Monongalia	I-79 @ Goshen Road	Exit 146 off I-79 Goshen Road, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	Norm Cunningham Dave McCormick	304-285-3145 304-692-6364	norm.r.cunningham@wv.gov david.a.mccormick@wv.gov
Monongalia	Ridgedale	1510 Grafton Road Morgantown, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	David Alexander Lois Nunan	304-285-3207 304-285-3207	david.p.alexander@wv.gov lois.j.numan@wv.gov
Monongalia	Pentress	WV Route 7 Pentress, WV 26544	P. O. Box 4220 Clarksburg, WV 26302	Jim Compton Lois Nunan	304-879-5275 304-285-3207	leroy.j.compton@wv.gov lois.j.numan@wv.gov
Preston	Bruceon Mills	WV Route 26 South of Bruceon Mills, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Bob Denkenberger	304-379-2162	joe.p.cline@wv.gov
Preston	Albright	216 St. Joe Road Albright, WV 26519	P. O. Box 4220 Clarksburg, WV 26302	Joe Cline Margie Waybright	304-329-0192 304-329-0192	joe.p.cline@wv.gov margorie.a.waybright@wv.gov
Preston	Terra Alta	WV Route 7 East of Terra Alta, WV 26764	P. O. Box 4220 Clarksburg, WV 26302	James Stull	304-689-8443	joe.p.cline@wv.gov
Preston	Fellowsville	US Route 50 East of Fellowsville, WV 26444	P. O. Box 4220 Clarksburg, WV 26302	Neil Darlington	304-698-9513	joe.p.cline@wv.gov
Preston	Aurora	US Route 50 West of Aurora, WV 26705	P. O. Box 4220 Clarksburg, WV 26302	Harlin Wolfe	304-735-3311	joe.p.cline@wv.gov
Preston	I-68 @ Cooper's Rock	Exit 15 off I-68 Coopers Rock, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Mike Pingley Tina Bragg	304-285-3206 304-285-3206	michael.l.pingley@wv.gov tina.m.bragg@wv.gov
Taylor	Fetterman/Prunytown	US 250 East of Prunytown, WV 26354	P. O. Box 4220 Clarksburg, WV 26302	John Corio Lisa Altman	304-265-6110 304-265-6110	john.r.corio@wv.gov lisa.l.altman@wv.gov

Sodium Chloride

Delivery: F.O.B. WVDH Delivery/Storage Location Site

WVDH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 5

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Berkeley	I-81 @ Martinsburg - 0571 Storage Bldg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Jett Sells	304-267-0085 jett.e.sells@wv.gov
Berkeley	1867 Rock Cliff Drive - 0502 Storage Bldg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Nancy Minnick	304-267-0060 nancy.e.minnick@wv.gov
Berkeley	I-81 @ Exit 8	Behind Park n Ride Exit 8 South Bound 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Jett Sells	304-267-0085 jett.e.sells@wv.gov
Grant	Petersburg	H.C. 59, Box 245 (Route 28) Petersburg, WV 26847	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	304-257-4455 glenna.d.lott@wv.gov
Grant	Mt. Storm	Corner of WV 42 & Route 50 Mt. Storm, WV 26739	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	304-257-4455 glenna.d.lott@wv.gov
Grant	Corridor H @ Knobley Road	US Route 48 (off of Corridor H) Maysville, WV 26833	2104 State Route 55 Moorefield, WV 26836	Donna Eye	304-434-2525 donna.k.eye@wv.gov
Hampshire	Romney	H. C. 64, Box 232 (Jersey Mtn. Road) Romney, WV 26757	H.C. 64, Box 232 Romney, WV 26847	Lynette Kesner	304-822-4167 lynette.l.kesner@wv.gov
Hampshire	Capon Bridge	Route 50 Capon Bridge, WV 26711	H.C. 64, Box 232 Romney, WV 26847	Lynette Kesner	304-822-4167 lynette.l.kesner@wv.gov
Hampshire	Slanesville	Route 29 Slanesville, WV 25444	H.C. 64, Box 232 Romney, WV 26847	Lynette Kesner	304-822-4167 lynette.l.kesner@wv.gov
Hardy	Moorefield	2104 State Route 55 Moorefield, WV 26836	2104 State Route 55 Moorefield, WV 26836	Donna Eye	304-434-2525 donna.k.eye@wv.gov
County	Baker	County Route 29 Baker, WV 26801	2104 State Route 55 Moorefield, WV 26836	Donna Eye	304-434-2525 donna.k.eye@wv.gov
Jefferson	Charles Town - 0519 Storage Bldg	1301 Leetown Pike Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Nathan Ware	304-725-5821 nathan.b.ware@wv.gov
Jefferson	Charles Town - New Shed - 0564 Storage Bldg	1301 Leetown Pike (on same lot as above)	1301 Leetown Pike Kearneysville, WV 25430	Jimmy Kees	304-725-5821 jimmy.l.kees@wv.gov
Mineral	New Creek	HC 72, Box 72AA (US Route 50) New Creek, WV 26743	H.C. 72, Box 72AA New Creek, WV 26743	Steve Reel	304-788-1221 steven.p.reel@wv.gov
Mineral	Sky Line	Route 42 Elk Garden, WV 26717	H.C. 72, Box 72AA New Creek, WV 26743	Steve Reel	304-788-1221 steven.p.reel@wv.gov
Mineral	Short Gap	Route 28 Ridgeley, WV 26753	H.C. 72, Box 72AA New Creek, WV 26743	Steve Reel	304-788-1221 steven.p.reel@wv.gov
Mineral	District Headquarters	US Route 50 Burlington, WV 26710	P.O. Box 99 Burlington, WV 26710	Jim Wolford	304-289-2261 jim.d.wolford@wv.gov
Morgan	Berkeley Springs	166 DOH Lane (off of US 522) Berkeley Springs, WV 25411	166 DOH Lane Berkeley Springs, WV 25411	Rodney Crowell	304-258-2578 rodney.b.crowell@wv.gov
Morgan	Largent	Route 9 Great Cacapon, WV 25422	166 DOH Lane Berkeley Springs, WV 25411	Rodney Crowell	304-258-2578 rodney.b.crowell@wv.gov

Sodium Chloride

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 6

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Brooke	Wellsburg	WV Route 2, Box 615 Wellsburg, WV 26070	WV Route 2, Box 615 Wellsburg, WV	Beth Green	304-238-1199 beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road Weirton, WV 26062	WV Route 2, Box 615 Wellsburg, WV 26070	Beth Green	304-238-1199 beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Ron Castellucci	304-238-1200 ronald.j.castellucci@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV	Carrie Gralinski	304-843-4055 carrie.a.gralinski@wv.gov
Marshall	Cameron	33 Courtright Lane Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Carrie Gralinski	304-843-4055 carrie.a.gralinski@wv.gov
Marshall	Sand Hill	RD 4, Box 269A Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Carrie Gralinski	304-843-4055 carrie.a.gralinski@wv.gov
Marshall	Lynn Camp	438 Richmond Lane Glen Easton, WV 26039	100 Wheeling Avenue Glen Dale, WV 26038	Carrie Gralinski	304-843-4055 carrie.a.gralinski@wv.gov
Ohio	Triadelphia	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Sue Toland	304-238-1202 sue.d.toland@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road Wheeling, WV 26003	3870 National Road Triadelphia, WV	Dave Millhouse	304-238-1065 david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway Sistersville, WV 26175	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road Alma, WV 26320	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14 Pine Grove, WV 26419	N. State Route 2, Box 641 New Martinsville, WV	Dave Sivert	304-889-3251 david.k.sivert@wv.gov
Wetzel	Hundred	US 250, MP3.00 Hundred, WV 26575	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 7

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Barbour	Phillipi	1439 Mansfield Drive Phillipi, WV 26416	P. O. Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Barbour	Belington	248 Dunham Cut Road Belington, WV 26250	P. O. Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Braxton	Gassaway	1001 State Street Gassaway, WV 26624	P. O. Box 1228 Weston, WV 26452	Carolyn Miller	304-364-5238 carolyn.m.miller@wv.gov
Braxton	Heaters	5206 Gauley Turnpike Heaters, WV 26627	P. O. Box 1228 Weston, WV 26452	Carolyn Miller	304-364-5238 carolyn.m.miller@wv.gov
Braxton	I-79 @ Coon Knob	80 Coon Knob, DOH Road Sutton, WV 26601	P. O. Box 1228 Weston, WV 26452	Charles Armstead	304-364-8440 charles.g.armstead@wv.gov
Braxton	I-79 @ Burnsville	888 Burnsville Road Burnsville, WV 26335	P. O. Box 1228 Weston, WV 26452	Roger Balsler	304-853-2454 roger.l.balsler@wv.gov
Gilmer	Glenville	3531 US 33, East Glenville, WV 26351	P. O. Box 1228 Weston, WV 26452	Cathy Shackelford	304-462-7325 cathy.a.shackelford@wv.gov
Lewis	Weston (Ben Dale)	937 US 19, South Weston, WV 26452	P. O. Box 1228 Weston, WV 26452	Sheena Johnson	304-269-0470 sheena.m.johnson@wv.gov
Lewis	Corridor H @ Mudlick	309 Mudlick Road Weston, WV 26452	P. O. Box 1228 Weston, WV 26452	Roger Sisk	304-473-4304 roger.l.sisk@wv.gov
Upshur	Clow Lot @ Buckhannon	493 Mudlick Road Buckhannon, WV 26201	P. O. Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Tennerton	646 Route 20, South Buckhannon, WV 26201	P. O. Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Kanawha Head	18022 Route 20, South Buckhannon, WV 26201	P. O. Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Webster	Cherry Falls	808 Point Mountain Road Webster Springs, WV 26288	P. O. Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Cowen	6402 Webster Road Cowen, WV 26206	P. O. Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Hacker Valley	56 Pickens Grade Road Hacker Valley WV 26222	P. O. Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov

Sodium Chloride

Delivery: F.O.B. WVDOD Delivery/Storage Location Site

WVDOD DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 8

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Pendleton	Franklin, 220 North	3153 Petersburg Pike US 220N, Franklin, WV 26807	P. O. Box 1516 Elkins, WV 26241	Dywayne Stout	(304) 358-2215 dywayne.h.stout@wv.gov
Pendleton	Judy Gap	12795 Mountaineer Drive US 33, Riverton, WV 26814	P. O. Box 1516 Elkins, WV	Dywayne Stout	(304) 358-2215 dywayne.h.stout@wv.gov
Pendleton	Brandywine	12211 Blue Gray Trail CR 21, Brandywine, WV 26802	P. O. Box 1516 Elkins, WV	Dywayne Stout	(304) 358-2215 dywayne.h.stout@wv.gov
Pendleton	Onego	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884	P. O. Box 1516 Elkins, WV	Dywayne Stout	(304) 358-2215 dywayne.h.stout@wv.gov
Pendleton	Franklin, 220 South	6591 Upper South Branch Road US 220S, Franklin, WV 26807	P. O. Box 1516 Elkins, WV 26241	Dywayne Stout	(304) 358-2215 dywayne.h.stout@wv.gov
Pocahontas	Marlinton	25 Brush Country Rd US 219, Marlinton, WV 24954	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Pocahontas	Seebert	863 Seebert Rd CR 27, Seebert, WV 24946	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Pocahontas	Greenbank	4757 Potomac Highlands Trail WV 28, Green Bank, WV 24944	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Pocahontas	Bartow (Thornwood)	156 Thornwood Rd WV 28, Bartow, WV 24920	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Pocahontas	Snowshoe	24 Shavers Lake Rd CR 9/3, Snowshoe, WV 26209	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Pocahontas	Slaty Fork	35807 Seneca Trail US 219, Slaty Fork, WV 26291	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	(304) 799-4867 joshua.l.dilley@wv.gov
Randolph	Elkins	76 Country Club Rd CR 219/11, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Harman	22445 Allegheny Highway US 33, Harman, WV 26270	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Coalton	2453 Coalton-Pumpkintown Rd CR 53, Coalton, WV 26257	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Valley Head	245 Point Mountain Rd WV 15, Valley Head, WV 26294	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Mill Creek	9407 Seneca Trail US 219, Mill Creek, WV 26280	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Pickens	1019 Pickens Rd CR 45, Pickens, WV 26230	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Corridor H Lot @ Elkins	489 Leading Creek Rd US 219N, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	David Skidmore	(304) 637-0220 david.r.skidmore@wv.gov
Tucker	Parsons	9209 Seneca Trail US 219, Parsons, WV 26287	P. O. Box 1516 Elkins, WV 26241	Barry Gardner	(304) 478-2304 lewis.b.gardner@wv.gov
Tucker	Thomas	15933 Appalachian Highway WV 32, Thomas, WV 26292	P. O. Box 1516 Elkins, WV 26241	Barry Gardner	(304) 478-2304 lewis.b.gardner@wv.gov

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 9

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Fayette	Oak Hill	3121 Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Road Lewisburg, 24901	John Dixon	304-256-6940 john.c.dixonIII@wv.gov
Fayette	Lookout	4064 Clifftop Road Lookout, WV 25868	146 Stonehouse Road Lewisburg, 24901	Larry Bragg	304-574-0373 larry.j.bragg@wv.gov
Fayette	Falls View	5727 Midland Trail Charlton Heights, WV 25040	146 Stonehouse Road Lewisburg, 24901	Steve Neil	304-779-2860 steven.b.neil@wv.gov
Greenbrier	Lewisburg	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Road Lewisburg, 24901	Pat McCabe	304-647-7465 patrick.d.mccabe@wv.gov
Greenbrier	Crawley	157 Midland Trail / West, US 60 Crawley, WV 24931	146 Stonehouse Road Lewisburg, 24901	Rick Viers	304-392-6712 richard.a.viers@wv.gov
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64 Caldwell, WV 24925	146 Stonehouse Road Lewisburg, 24901	Steve Hawkins	304-536-1472 steven.j.hawkins@wv.gov
Monroe	Union	875 Sweet Springs Valley Road Union, WV 24983	146 Stonehouse Road Lewisburg, 24901	Greg Sibold	304-772-3037 william.g.sibold@wv.gov
Monroe	Peterstown	511 Ballard-Red Sulphur Parkway Peterstown, WV 24963	146 Stonehouse Road Lewisburg, 24901	Elwin Dillon	304-753-9778 william.g.sibold@wv.gov
Nicholas	Summersville	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	Charles Reel	304-872-0811 charles.j.reel@wv.gov
Nicholas	Curtin	5498 Richwood Road Richwood, WV 26261	146 Stonehouse Road Lewisburg, 24901	Scott Robinson	304-846-9501 dana.s.robinson@wv.gov
Nicholas	Corridor L @ Muddlety	50 State Garage Road, Muddlety Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	Jeremy Mullins	304-872-0823 jeremy.c.mullens@wv.gov
Summers	Hinton	20414 State Route 12 Hinton, WV 25951	146 Stonehouse Road Lewisburg, 24901	James Hardy	304-466-2802 james.g.hardy@wv.gov

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 10

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
McDowell	Havaco	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Debbie McCracken	304-436-6896 304-436-8411	david.w.stroupe@wv.gov debra.s.mccracken@wv.gov
McDowell	Yukon	383 Marshall Highway Yukon, WV 24892	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Debbie McCracken	304-436-6896 304-436-8411	david.w.stroupe@wv.gov debra.s.mccracken@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd Johnny Cake, WV 24844	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Debbie McCracken	304-436-6896 304-436-8411	david.w.stroupe@wv.gov debra.s.mccracken@wv.gov
McDowell	Raysel	N 37.3461 W 81.7791 Raysel, WV 24879	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Debbie McCracken	304-436-6896 304-436-8411	david.w.stroupe@wv.gov debra.s.mccracken@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Mike McMillion Melanie Blankenship	304-425-2782 304-425-2025	mike.r.mcmillion@wv.gov melanie.g.blankenship@wv.gov
Mercer	Flat Top	21585 Beckley Road Flat Top, WV 25841	270 Hardwood Lane Princeton, WV 24740	Mike McMillion Melanie Blankenship	304-425-2782 304-425-2025	mike.r.mcmillion@wv.gov melanie.g.blankenship@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Choskie Harmon Richard A. Cregger	304-487-5280 304-487-5228	choskie.a.harmon@wv.gov richard.a.cregger@wv.gov
Raleigh	Skelton	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	Johnny Vass Marcia McGrady	304-256-6830 304-256-6746	johnny.a.vass@wv.gov marcia.d.mcgrady@wv.gov
Raleigh	Bolt	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Johnny Vass Marcia McGrady TJ Basham	304-256-6830 304-256-6746 304-256-6830	johnny.a.vass@wv.gov marcia.d.mcgrady@wv.gov thurman.j.basham@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Joe Adkins	304-763-5312	r.joe.adkins@wv.gov
Wyoming	Pineville	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Debbie Hale	304-732-7280 304-732-7031	thomas.e.ellis@wv.gov deborah.l.hale@wv.gov
Wyoming	Still Run	9390 River Road Still Run, WV 25882	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Debbie Hale William Talbert	304-732-7280 304-732-7031 304-294-4123	thomas.e.ellis@wv.gov deborah.l.hale@wv.gov
Wyoming	Hanover	2959 US 52 Hanover, WV 24839	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Debbie Hale Todd Lester	304-732-7280 304-732-7031	thomas.e.ellis@wv.gov deborah.l.hale@wv.gov

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Eastern Salt Co., Inc.

Signed: Shelagh E. Mahoney

Date: May 25, 2016

Title: Shelagh E. Mahoney, President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Eastern Salt Co., Inc.

Authorized Signature: Shelagh E. Mahoney Date: May 25, 2016
Shelagh E. Mahoney, President

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 25th day of May, 2016.

My Commission expires June 29, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Kathryn M Saba