

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

WOASI	S	Jump to: FORMS 🟦 Go 😭	Home 🌽 Personalize	Accessibility	App Help 🏾 🐔 About	T
Welcome, Lu Anne Cottrill		Procurement Budgeting Accounts Receivab	ble Accounts Payable			
Solicitation Response(SR) Dept: 0803	ID: ESR0725170000000288 Ver.: 1 Function: New	Phase: Final Modified by batch , 07/2	26/2017			
Header () 4						
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General Information Contact	Default Values Discount Document Information					
Procurement Folder: 33	35025	SO Doc Code:	CRFQ			
Procurement Type: Co	entral Master Agreement	SO Dept:	0803			
Vendor ID: 0	00000186827	SO Doc ID:	DOT180000003			
Legal Name: E/	ASTERN SALT COMPANY INC	Published Date:	7/12/17			
Alias/DBA:		Close Date:	7/26/17			
Total Bid: \$0	0.00	Close Time:	13:30			
Response Date: 0)7/25/2017	Status:	Closed			
Response Time: 1	5:18	Solicitation Description:	SODIUM CHLORIDE (ROADWAY SALT)	0		
		Total of Header Attachments:	4			
		Total of All Attachments:	4			



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

State of West Virginia Solicitation Response

	Proc Folder : 335025 Solicitation Description : SODIUM CHLORIDE (ROADWAY SALT) Proc Type : Central Master Agreement						
Date issued	Solicitation Closes	tion Response	Version				
	2017-07-26 13:30:00	SR	0803 ESR0725170000000288	1			

VENDOR				
00000186827				
EASTERN SALT COMP	ANY INC	;		
Solicitation Number:	CRFQ	0803	DOT180000003	

2017-07-25

Response Time:

15:18:16

Response Date:

Comments:

Total Bid :

\$0.00

FOR INFORMATION CONTACT THE BUYER		
Mark A Atkins		
(304) 558-2307 mark.a.atkins@wv.gov		
Signature on File	EIN #	DATE
All offers subject to all terms and conditions contained in this so	blicitation	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s)	0.00000	EA	\$0.000000	\$0.00
Comm Code	Manufacturer	Specification		Model #	
46161506					
Extended Des	scription : SODIUM CHLORIDE (F	ROADWAY SALT) F	PER THE AT	FACHED PRICIN	IG PAGES
	Note: Vendor shall use	Exhibit_A and Exhil	bit_B Pricing	Page(s) for bid p	ricing.
	If vendor is submitting a	bid online, Vendor	should enter	\$0.00 in the Oas	sis commodity line.



State of West Virginia Request for Quotation 19 — Highways

Pi	roc Folder: 335025		
	oc Description: SODIU	A CHLORIDE (ROADWAY SALT)	
Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-12	2017-07-26	CRFQ 0803 DOT180000003	1

BID CLERK			
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON	WV	25305	12.
JS		23505	

VENDOR

Vendor Name, Address and Telephone Number:

Eastern Salt Company, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852 (978) 251-8553

FOR INFORMATION CONTACT THE BUYER		
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov		
Shelagh E. Mahoney, Presiden Signature X Shelagh E. Mahoney	t FEIN # 043195218	
All offers subject to all terms and conditions contained i	n this solicitation	DATE July 25, 2017

ADDITIONAL INFORMAITON:

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

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV999999	No City	WV 99999	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Data
1	Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s)	0.00000	EA	Child Phote	Total Price

nufacturer	Specification	Model #	
		Specification	Specification Model #

Extended Description :

SODIUM CHLORIDE (ROADWAY SALT) PER THE ATTACHED PRICING PAGES

Note: Vendor shall use Exhibit_A and Exhibit_B Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit_A and Exhibit_B Excel pages and must attach with bid.

See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

 Line
 Event

 1
 Technical Questions due by:

Event Date 2017-07-18

	Document Phase	Document Description	Page 3
DOT180000003	Final	SODIUM CHLORIDE (ROADWAY SALT)	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity:Eastern Salt Company, Inc.
Address:134 Middle Street, Suite 210, Lowell, MA 01852
Contracting business entity's authorized agent:
Address:
Number or title of contract:CRFQ_0803_D0T1800000003
Type or description of contract: Sodium Chloride (Roadway Salt)
Governmental agency awarding contract: Department of Administration, Purchasing Division
Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):
Shelagh E. Mahoney, President
Signature: <u>Shelagh E. Mahoney</u> Date Signed: <u>July 24, 2017</u> Date Signed: <u>July 24, 2017</u> Check here if this is a Supplemental Disclosure.
Verification
State of MASSAChUSEHS, County of Middlesex
I, <u>Shelngk E MAhoNEY</u> , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this 244 day of \overline{Jvly} , $\frac{2017}{1}$
Baren E Auand
Notary Public's Signature
To be completed by State Agency: My Commission Expires
Date Received by State Agency:
Date submitted to Ethics Commission:
Governmental agency submitting Disclosure:

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

"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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name:Eastern Salt Company, Inc.	
Authorized Signature: Shelagh E. Mahoney, President Date: Shelagh E. Mahoney, President	July 24, 2017
State of MASSAChUSEHIS	
County of Middlesex, to-wit:	
Taken, subscribed, and sworn to before me this 24 day of TUN	, 20/7.
My Commission expires KAREN E. GIRARD, 20	
AFFIX SEAL HERE	in E Award

Purchasing Affidavit (Revised 07/07/2017)

SPECIFICATIONS

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

This contract shall become effective upon award and extends until June 30, 2018; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office limited to two successive one-year periods.

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

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.2.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and Exhibit B, and used to evaluate the Solicitation.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "ASTM" used throughout this Solicitation means the American Society for Testing and Materials. Reference: <u>www.astm.org</u>.
 - 2.6 "MSDS" used throughout this Solicitation means Materials Safety Data Sheet.
 - **2.7** "free-flowing" used throughout this Solicitation means easy continuous natural progression movement without stoppage.

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

3. GENERAL REQUIREMENTS:

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

A hard copy of the Standard Specs may be purchased from:

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

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

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

- **3.2** Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - **3.2.1 Materials:** Sodium Chloride shall conform to the requirements of the most current version of ASTM D632. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

- **3.2.2** Anti-Clumping Material: If an anti-clumping agent is to potentially be applied to Sodium Chloride that will be shipped to any WVDOH delivery/storage location site covered by this contract or that may be picked up by WVDOH forces from a Vendor's storage site, the Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.
- **3.2.3** Sampling and Testing: Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

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

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

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

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

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

75 times \$45.00 equals \$3,375.00

\$3,375.00 times .0150 equals \$50.63 for the total price adjustment. \$3,375.00 less \$50.63 for a total adjusted delivery price of \$3,324.37

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

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

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

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 <u>counties for which their bid is lowest</u> 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. Then multiply the Unit Price by the Estimated Quantity and enter the amount into the Extended Cost box. Vendors may bid any or all Counties on Pricing Pages, Exhibit A. Vendor shall submit one bid price for a specific County which shall include all that County's delivery/storage location sites at one unit price per County.

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

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

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

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

5. ORDERING AND PAYMENT:

- **5.1** Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief 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, 2017, <u>a delivery date of ten (10)</u> working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.
- When a Delivery Order is issued to an awarded Vendor, from October 1, 2017 through March 15, 2018, 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 <u>March 16</u>, <u>2018 through June 30</u>, 2018, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

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

6.2 Delivery Guarantee: The WVDOH guarantees acceptance of 80% of the total estimated quantity awarded to a Vendor. The Vendor shall guarantee delivery, as requested by the WVDOH, of 120% of the total estimated quantity award to a <u>Vendor</u>. All guaranteed Delivery Orders shall be issued to the awarded Vendor no later than June 30, 2018. All guaranteed deliveries shall be completed prior to June 30, 2018 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.

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

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

> EXAMPLE OF THE GUARANTEE: The total estimated quantity on this Contract is 152,875 tons. If one Vendor is awarded 43,000 total tons, the WVDOH guarantees acceptance of 34,400 total tons (80%) while the same Vendor shall guarantee delivery of 51,600 total tons (120%). Acceptance and delivery tonnage shall be considered total tonnage awarded to that Vendor, not per District, County and/or WVDOH Delivery/Storage Location Site.

6.3 Late or Inability to Delivery: <u>The Agency placing a Delivery Order under this</u> <u>Contract must be notified in writing if orders will be delayed for any reason</u>. 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, 2017 through March 15, 2018 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 $\underline{80\%}$ 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 <u>80% guaranteed minimum quantity</u>.

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. <u>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.</u> The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- **6.5** Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D632 and ASTM E534 or it will be denied receipt. Arrangements shall be made by the Vendor 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 the Agency for the delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- **6.6 Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. **PICKUP OPTION:** Due to unforeseen circumstances, when delivery by the Vendor is not feasible to meet an immediate need, the WVDOH Forces may pick up Sodium Chloride from a Vendor's storage site(s). There is no typical size or average quantity for pickup. Contact with the Vendor shall be pursued by the WVDOH prior to issuance of a Delivery Order.
 - 7.1 Loading: Vendor shall include the cost of the Vendor loading the WVDOH truck in its bid price and it is not permitted to charge the Agency separately for any loading costs.

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

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

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

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

9. VENDOR DEFAULT:

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

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

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

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

9.1.4 Failure to remedy deficient performance upon request.

- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - **9.2.2** Immediate cancellation of one or more delivery orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- **10.1** No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **10.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- **10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- **10.4 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	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	100		
Clay	Total Estimated Quantity for County	1,450	No Bid	No Bid
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	0		
Kanawha	St. Albans	0		
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	8,450	No Bid	No Bid
Mason	Glenwood	0		
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	No Bid	No Bid
Putnam	Red House	0		
Putnam	Hurricane @ Rt. 34	0		
Putnam	I-64 @ Scary Creek	0		
Putnam	US 35 @ Frazier's Bottom	0		
Putnam	Total Estimated Quantity for County	0	No Bid	No Bid
	Estimated Total per District	13,900		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Cabell	Barboursville	1925		
Cabell	I-64 @ Huntington	650		
Cabell	Total Estimated Quantity for County	2575	No Bid	No Bid
Lincoln	West Hamlin	500		
Lincoln	Yawkey	375		
Lincoln	Harts	375		
Lincoln	Total Estimated Quantity for County	1250	No Bid	No Bid
Logan	Corridor G @ Chapmanville	675		
Logan	Wilkinson	525		
Logan	Man	375		
Logan	Total Estimated Quantity for County	1575	No Bid	No Bid
Mingo	Corridor G @ Miller's Creek, Bldg #03011	525		
Mingo	Mingo Cty @Miller's Creek, Bldg #03025	600		
Mingo	Gilbert	200		
Mingo	Total Estimated Quantity for County	1325	No Bid	No Bid
Wayne	Pritchard	650		
Wayne	Wayne	600		
Wayne	Crum	400		
Wayne	Total Estimated Quantity for County	1650	No Bid	No Bid
	Estimated Total per District	8,375		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Calhoun	Millstone	0		
Calhoun	Total Estimated Quantity for County	0	No Bid	No Bid
Jackson	Ripley	500		
Jackson	I-77 @ Medina	500		
Jackson	Total Estimated Quantity for County	1,000	No Bid	No Bid
Pleasants	Belmont	500		
Pleasants	Total Estimated Quantity for County	500	No Bid	No Bid
Ritchie	APD Pennsboro	200		
Ritchie	Ellenboro	500		
Ritchie	Corridor D @ Nutter Farm	50		
Ritchie	Smithville	50		
Ritchie	Total Estimated Quantity for County	800	No Bid	No Bid
Roane	Lefthand @ WV 36	50		
Roane	Ambler Ridge @ US 119	50		
Roane	Spencer	600		
Roane	Total Estimated Quantity for County	700	No Bid	No Bid
Wirt	Elizabeth	500		
Wirt	Total Estimated Quantity for County	500	No Bid	No Bid
Wood	Parkersburg @ Rt. 95S	0		
Wood	I-77 @ Parkersburg	0		
Wood	Corridor D @ Riverhill	0		
Wood	Total Estimated Quantity for County	0	No Bid	No Bid
	Estimated Total per District	3,500		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	No Bid	No Bid
Harrison	Gore	4,000		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	1,800		
Harrison	Total Estimated Quantity for County	8,200	No Bid	No Bid
Marion	Fairmont	1,200		
Marion	Mannington	650		
Marion	Total Estimated Quantity for County	1,850	No Bid	No Bid
Monongalia	I-79 @ Goshen Road	2,250		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,650	No Bid	No Bid
Preston	Bruceton Mills	3,500		
Preston	Albright	1,800		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,250		
Preston	Total Estimated Quantity for County	10,550	No Bid	No Bid
Taylor	Fetterman/Prunytown	1,500		
Taylor	Total Estimated Quantity for County	1,500	No Bid	No Bid
	Estimated Total per District	31,250		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Berkeley	I-81 @ Martinsburg (0571)	800		
Berkeley	1867 Rock Cliff Drive (0502)	750		
Berkeley	I-81 @ Exit 8 (0571)	500		
Berkeley	Total Estimated Quantity for County	2,050	\$75.00	\$187,500.00
Grant	Petersburg	800		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road (0582)	3,500		
Grant	Total Estimated Quantity for County	5,300	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	\$75.00	\$75,000.00
Mineral	New Creek	250		
Mineral	Sky Line (Elk Garden)	250		
Mineral	Short Gap	250		
Mineral	District Headquarters (Burlington)	250		
Mineral	Total Estimated Quantity for County	1,000	No Bid	No Bid
Morgan	Berkeley Springs	500		
Morgan	Largent	250		
Morgan	Total Estimated Quantity for County	750	\$75.00	\$56,250.00
	Estimated Total per District	13,200		\$436,500.00

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Sodium Chloride

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 Highw	ays Delivery/Storage Location Site
DISTRICT 6	DO NOT TYPE IN

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	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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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Barbour	Phillipi	1,900		
Barbour	Belington	1,400		
Barbour	Total Estimated Quantity for County	3,300	No Bid	No Bid
Braxton	Gassaway	1,000		
Braxton	Heaters	700		
Braxton	I-79 @ Coon Knob	1,500		
Braxton	I-79 @ Burnsville	1,700		
Braxton	Total Estimated Quantity for County	4,900	No Bid	No Bid
Gilmer	Glenville	1,200		
Gilmer	Total Estimated Quantity for County	1,200	No Bid	No Bid
Lewis	Weston (Ben Dale)	1,800		
Lewis	Corridor H @ Mudlick	1,300		
Lewis	Total Estimated Quantity for County	3,100	No Bid	No Bid
Upshur	Clow Lot @ Buckhannon	2,500		
Upshur	Tennerton	200		
Upshur	Kanawha Head	700		
Upshur	Total Estimated Quantity for County	3,400	No Bid	No Bid
Webster	Cherry Falls	400		
Webster	Cowen	400		
Webster	Hacker Valley	300		
Webster	Total Estimated Quantity for County	1,100	No Bid	No Bid
	Estimated Total per District	17,000		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Pendleton	Franklin, 220 North	225		
Pendleton	Judy Gap	225		
Pendleton	Brandywine	200		
Pendleton	Onego	100		
Pendleton	Franklin, 220 South	50		
Pendleton	Total Estimated Quantity for County	800	No Bid	No Bid
Pocahontas	Marlinton	400		
Pocahontas	Seebert	250		
Pocahontas	Greenbank	300		
Pocahontas	Bartow (Thornwood)	250		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	250		
Pocahontas	Total Estimated Quantity for County	1550	No Bid	No Bid
Randolph	Elkins	750		
Randolph	Harman	550		
Randolph	Coalton	300		
Randolph	Valley Head	350		
Randolph	Mill Creek	500		
Randolph	Pickens	200		
Randolph	Corridor H Lot @ Elkins	600		
Randolph	Total Estimated Quantity for County	3250	No Bid	No Bid
Tucker	Parsons	500		
Tucker	Thomas	250		
Tucker	Total Estimated Quantity for County	750	No Bid	No Bid
	Estimated Total per District	6,350		No Bid

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Sodium Chloride

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Delivery: F.O.B. WV Division of Highways Delivery/Storage Location Site DISTRICT 9 DO NOT TYPE IN

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Fayette	Oak Hill	2300		
Fayette	Lookout	1200		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	3500	No Bid	No Bid
Greenbrier	Lewisburg	1000		
Greenbrier	Crawley	2100		
Greenbrier	I-64 @ Hart's Run	1000		
Greenbrier	Total Estimated Quantity for County	4100	No Bid	No Bid
Monroe	Union	700		
Monroe	Peterstown	300		
Monroe	Total Estimated Quantity for County	1000	No Bid	No Bid
Nicholas	Summersville	1700		
Nicholas	Curtin	1300		
Nicholas	Corridor L @ Muddlety	1500		
Nicholas	Total Estimated Quantity for County	4500	No Bid	No Bid
Summers	Hinton	800		
Summers	Total Estimated Quantity for County	800	No Bid	No Bid
	Estimated Total per District	13,900		No Bid

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Sodium Chloride

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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Pricing Page

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

Location of Storage Site		Cost Per Ton*	
2021 South Clington St			
Baltimore, MD 21224		\$75.00	
	_		
	_		
	-		
	-		
	-		
	1		
	1		

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