



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

State of West Virginia
Request for Quotation
07 - Chemicals

Proc Folder: 453423

Doc Description: SODIUM CHLORIDE - ROADWAY SALT

Proc Type: Central Master Agreement

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

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

VENDOR
Vendor Name, Address and Telephone Number:
Mid-Atlantic Salt, LLC
P.O. Box 135
Gladwyne, PA 19035 724-287-0770

RECEIVED
2018 JUL -9 AM 9:56
WV PURCHASING
DIVISION

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

Signature X  FEIN # 30-0322840 DATE 7/5/18

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

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.

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

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	Vendor must use Exhibit_A and Exhibit_B Pricing Pages.	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :

SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES:

Note: Vendor shall use Exhibit_A and Exhibit_B Pricing Page(s) for bid pricing.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A and Exhibit_B Pricing Pages and must attach with bid.
See section 18 of Instructions to Bidders.

Line	Event	Event Date
1	Technical Questions due by 2:00pm EDT:	2018-06-27

DOT1800000113	Document Phase Final	Document Description SODIUM CHLORIDE - ROADWAY SALT	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000	\$ -	\$ -
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,450	\$ -	\$ -
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	1,000		
Kanawha	St. Albans	1,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,700		
Kanawha	I-77 @ Sissonville	1,350		
Kanawha	I-79 @ Amma	1,700		
Kanawha	Corridor G @ Alum Creek	1,700		
Kanawha	Total Estimated Quantity for County	10,450	\$ -	\$ -
Mason	Glenwood	0		
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	\$ -	\$ -
Putnam	Red House	1,000		
Putnam	Hurricane @ Rt. 34	1,000		
Putnam	I-64 @ Scary Creek	1,000		
Putnam	US 35 @ Frazier's Bottom	1,000		
Putnam	Total Estimated Quantity for County	4,000	\$ -	\$ -
Estimated Total per District		19,900		

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.

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 2

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	4,500		
Cabell	I-64 @ Huntington	1,800		
Cabell	Total Estimated Quantity for County	6,300	\$ -	\$ -
Lincoln	West Hamlin	1,300		
Lincoln	Yawkey	1,000		
Lincoln	Harts	1,000		
Lincoln	Total Estimated Quantity for County	3,300	\$ -	\$ -
Logan	Corridor G @ Chapmanville	2,000		
Logan	Wilkinson	1,500		
Logan	Man	1,000		
Logan	Total Estimated Quantity for County	4,500	\$ -	\$ -
Mingo	Corridor G @ Miller's Creek, Bldg #03011	1,300		
Mingo	Mingo Cty @ Miller's Creek, Bldg #03025	1,500		
Mingo	Gilbert	500		
Mingo	Total Estimated Quantity for County	3,300	\$ -	\$ -
Wayne	Pritchard	1,600		
Wayne	Wayne	1,500		
Wayne	Crum	1,000		
Wayne	Total Estimated Quantity for County	4,100	\$ -	\$ -
Estimated Total per District		21,500		

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	1,000		
Calhoun	Total Estimated Quantity for County	1,000	\$ -	\$ -
Jackson	Ripley	3,000		
Jackson	I-77 @ Medina	1,200		
Jackson	Total Estimated Quantity for County	4,200	\$ -	\$ -
Pleasants	Belmont	1,300		
Pleasants	Total Estimated Quantity for County	1,300	\$ -	\$ -
Ritchie	APD Pennsboro	1,700		
Ritchie	Ellenboro	3,000		
Ritchie	Corridor D @ Nutter Farm	500		
Ritchie	Smithville	350		
Ritchie	Total Estimated Quantity for County	5,550	\$ -	\$ -
Roane	Lefthand @ WV 36	100		
Roane	Ambler Ridge @ US 119	50		
Roane	Spencer	1,300		
Roane	Total Estimated Quantity for County	1,450	\$ -	\$ -
Wirt	Elizabeth	1,000		
Wirt	Total Estimated Quantity for County	1,000	\$ -	\$ -
Wood	Parkersburg @ Rt. 95S	4,500		
Wood	I-77 @ Parkersburg	500		
Wood	Corridor D @ Riverhill	0		
Wood	Total Estimated Quantity for County	5,000	\$ -	\$ -
Estimated Total per District		19,500		

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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 4

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	\$ -	\$ -
Harrison	Gore	4,500		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	8,900	\$ -	\$ -
Marion	Fairmont	1,200		
Marion	Mannington	750		
Marion	Total Estimated Quantity for County	1,950	\$ -	\$ -
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,900	\$ -	\$ -
Preston	Bruceton Mills	3,500		
Preston	Albright	1,800		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	Total Estimated Quantity for County	10,800	\$ -	\$ -
Taylor	Fetterman/Prunytown	1,750		
Taylor	Total Estimated Quantity for County	1,750	\$ -	\$ -
Estimated Total per District		32,800		

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 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 5

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	800		
Berkeley	1867 Rock Cliff Drive (0502)	750		
Berkeley	I-81 @ Exit 8 (0571)	500		
Berkeley	Total Estimated Quantity for County	2,050	\$ 63.40	\$ 129,970.00
Grant	Petersburg	800		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road (0582)	2,500		
Grant	Total Estimated Quantity for County	4,300	\$ -	\$ -
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,500	\$ -	\$ -
Hardy	Moorefield	700		
Hardy	Baker	900		
Hardy	Total Estimated Quantity for County	1,600	\$ -	\$ -
Jefferson	Charles Town (0519)	500		
Jefferson	Charles Town - New Shed (0564)	500		
Jefferson	Total Estimated Quantity for County	1,000	\$ 64.09	\$ 64,090.00
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	\$ -	\$ -
Morgan	Berkeley Springs	500		
Morgan	Largent	250		
Morgan	Total Estimated Quantity for County	750	\$ -	\$ -
Estimated Total per District		12,200		

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1,800		
Brooke	Weirton	1,300		
Brooke	Total Estimated Quantity for County	3,100	\$ -	\$ -
Hancock	New Manchester	3,100		
Hancock	Total Estimated Quantity for County	3,100	\$ -	\$ -
Marshall	Glen Dale	3,100		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	5,500	\$ -	\$ -
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	Total Estimated Quantity for County	8,400	\$ -	\$ -
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2,200	\$ -	\$ -
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	Total Estimated Quantity for County	3,000	\$ -	\$ -
Estimated Total per District		25,300		

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	2,200		
Barbour	Belington	1,700		
Barbour	Total Estimated Quantity for County	3,900	\$ -	\$ -
Braxton	Gassaway	1,200		
Braxton	Heaters	800		
Braxton	I-79 @ Coon Knob	1,600		
Braxton	I-79 @ Burnsville	1,800		
Braxton	Total Estimated Quantity for County	5,400	\$ -	\$ -
Gilmer	Glenville	1,300		
Gilmer	Total Estimated Quantity for County	1,300	\$ -	\$ -
Lewis	Weston (Ben Dale)	2,000		
Lewis	Corridor H @ Mudlick	1,500		
Lewis	Total Estimated Quantity for County	3,500	\$ -	\$ -
Upshur	Clow Lot @ Buckhannon	2,900		
Upshur	Tennerton	200		
Upshur	Kanawha Head	1,000		
Upshur	Total Estimated Quantity for County	4,100	\$ -	\$ -
Webster	Cherry Falls	600		
Webster	Cowen	600		
Webster	Hacker Valley	600		
Webster	Total Estimated Quantity for County	1,800	\$ -	\$ -
Estimated Total per District		20,000		

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	225		
Pendleton	Judy Gap	225		
Pendleton	Brandywine	200		
Pendleton	Onego	100		
Pendleton	Franklin, 220 South	50		
Pendleton	Total Estimated Quantity for County	800	\$ -	\$ -
Pocahontas	Marlinton	400		
Pocahontas	Seebert	250		
Pocahontas	Greenbank	300		
Pocahontas	Bartow (Thornwood)	250		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	250		
Pocahontas	Total Estimated Quantity for County	1,550	\$ -	\$ -
Randolph	Elkins	750		
Randolph	Harman	550		
Randolph	Coalton	300		
Randolph	Valley Head	350		
Randolph	Mill Creek	500		
Randolph	Pickens	200		
Randolph	Corridor H Lot @ Elkins	600		
Randolph	Total Estimated Quantity for County	3,250	\$ -	\$ -
Tucker	Parsons	500		
Tucker	Corridor H Lot @ Tucker Thomas - 0847	250		
Tucker	Corridor H Lot @ Thomas - 0883	0		
Tucker	Total Estimated Quantity for County	750	\$ -	\$ -
Estimated Total per District		6,350		

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	2,300		
Fayette	Lookout	1,200		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	3,500		\$ -
Greenbrier	Lewisburg	1,000		
Greenbrier	Crawley	2,100		
Greenbrier	I-64 @ Hart's Run	1,000		
Greenbrier	Total Estimated Quantity for County	4,100	\$ -	\$ -
Monroe	Union	300		
Monroe	Peterstown	700		
Monroe	Total Estimated Quantity for County	1,000	\$ -	\$ -
Nicholas	Summersville	1,700		
Nicholas	Curtin	1,300		
Nicholas	Corridor L @ Muddlety	1,500		
Nicholas	Total Estimated Quantity for County	4,500	\$ -	\$ -
Summers	Hinton	1,000		
Summers	Total Estimated Quantity for County	1,000	\$ -	\$ -
Estimated Total per District		14,100		

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	300		
McDowell	Johnnycake Mountain	350		
McDowell	Rayseal	350		
McDowell	Total Estimated Quantity for County	2,500	\$ -	\$ -
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	\$ -	\$ -
Raleigh	Skelton	4,000		
Raleigh	Bolt	500		
Raleigh	I-64 @ Bragg	4,000		
Raleigh	Total Estimated Quantity for County	8,500	\$ -	\$ -
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	3,600	\$ -	\$ -
Estimated Total per District		20,100		

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Sodium Chloride

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

Location of Storage Site		Cost Per Ton*
Baltimore, MD		
		\$ 55.00
		\$ -
		\$ -
		\$ -
		\$ -

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

Safety Data Sheet

Date of Revision: 11/27/2017

Sodium Ferrocyanide

Section 1 - Chemical Product and Company Identification

WEGO CHEMICAL GROUP

239 Great Neck Road - Great Neck, NY 11021 - USA

Tel: +1 (516) 487 3510 - Fax: +1 (516) 487 3794

sales@wegochem.com - wegochem.com

Product/Chemical Name: Sodium Ferrocyanide

Chemical Formula: $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10\text{H}_2\text{O}$

CAS Number: 14434-22-1

Other Designations: Sodium Ferrocyanide decahydrate; sodium hexacyanoferrate; YPS

Derivation:

General Use: Manufacture of sodium ferricyanide, blue pigments, blueprint paper, anti-caking agent for salt, ore flotation, pickling metals, polymerization catalyst, photographic fixing agent.

Emergency Telephone: (ChemTel) Contract MIS0000335; 800 255-3924; INTL 813 248-0585

Section 2 - Hazards Identification

☆☆☆☆☆ Emergency Overview ☆☆☆☆☆

MAY CAUSE EYE AND SKIN IRRITATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING. MAY BE HARMFUL IF SWALLOWED.

HMIS	
H	2
F	0
R	0
PPE†	
†Sec 8	

Potential Health Effects

Primary Entry Routes: Inhalation, Ingestion

Target Organs: None listed

HAZARDS IDENTIFICATION

Label elements

None

Hazard symbol

None

Signal word

None

Hazard statement

The mixture does not meet the criteria for classification.

Precautionary statement

Prevention

Observe good industrial hygiene practices.

Response

Wash hands after handling.

Storage

Store away from incompatible materials.

Disposal

Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None

Acute Effects

Inhalation: May cause respiratory tract irritation. May cause anoxia, characterized by weakness, headache, dizziness, confusion, cyanosis, weak and irregular heartbeat, collapse, unconsciousness, convulsions, coma and death.

Eye: May cause mild eye irritation.

Skin: May cause skin irritation.

Ingestion: May cause gastrointestinal irritation with nausea, vomiting and diarrhea.

Carcinogenicity: IARC, NTP, and OSHA do not list sodium ferrocyanide as a carcinogen.

Medical Conditions Aggravated by Long-Term Exposure:

Chronic Effects: unknown

Sodium Ferrocyanide

Section 3 - Composition / Information on Ingredients

Ingredient Name	CAS Number	EINECS/ELINCS	% wt or % vol
Sodium Ferrocyanide	14434-22-1	237-081-9	100

Limit values: No limit values have been established for this product for use in the USA and Canada.

Ingredient	OSHA PEL		ACGIH TLV		NIOSH REL		NIOSH
	TWA	STEL	TWA	STEL	TWA	STEL	IDLH
Sodium Ferrocyanide	none estab.	none estab.	none estab.	none estab.	none estab.	none estab.	none estab.

Section 4 - First Aid Measures

Inhalation: Supply fresh air. If required, provide artificial respiration.

Eye Contact: Rinse opened eye for several minutes under running water. Then consult a doctor if irritation persists.

Skin Contact: Immediately wash with water and soap and rinse thoroughly. Seek medical advice if irritation persists.

Ingestion: If material is swallowed, induce vomiting if patient is conscious. Never give anything by mouth to an unconscious person. Seek medical advice.

After first aid, get appropriate in-plant, paramedic, or community medical support.

Note to Physicians: Treat symptomatically and supportively.

Section 5 - Fire-Fighting Measures

Flash Point: not applicable

Flash Point Method:

Burning Rate:

Auto-ignition Temperature: not determined

LEL: not determined

UEL: not determined

Flammability Classification: Product is not flammable.

Extinguishing Media: Product is not flammable. Use firefighting measures that suit the surrounding fire.

Unusual Fire or Explosion Hazards: none

Hazardous Combustion Products:

Fire-Fighting Instructions: Do not release runoff from fire control methods to sewers or waterways.

Fire-Fighting Equipment: Because fire may produce toxic thermal decomposition products, wear a self-contained breathing apparatus (SCBA) with a full face-piece operated in pressure-demand or positive-pressure mode.

NFPA



Section 6 - Accidental Release Measures

Spill /Leak Procedures: Wear protective equipment. Keep unprotected persons away. Ensure adequate ventilation. Avoid raising dust. Eliminate flammables. Eliminate all ignition sources. Dispose contaminated material as waste according to official regulations.

Large Spills

Containment: For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.

Cleanup: Water, if necessary with cleansing agents.

Regulatory Requirements: Follow applicable OSHA regulations (29 CFR 1910.120).

Section 7 - Handling and Storage

Handling Precautions: Keep container tightly sealed.

Storage Requirements: Store in a cool, dry, well-ventilated area away from incompatible substances.

Section 8 - Exposure Controls / Personal Protection

Engineering Controls:

Ventilation: Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs (Sec. 2). Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

Administrative Controls:

Sodium Ferrocyanide

Respiratory Protection: Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. For emergency or non-routine operations (cleaning spills, reactor vessels, or storage tanks), wear an SCBA.

Warning! Air-purifying respirators do not protect workers in oxygen-deficient atmospheres. If respirators are used, OSHA requires a written respiratory protection program that includes at least: medical certification, training, fit-testing, periodic environmental monitoring, maintenance, inspection, cleaning, and convenient, sanitary storage areas.

Protective Clothing/Equipment: Wear chemically protective gloves, boots, aprons, and gauntlets to prevent prolonged or repeated skin contact. Wear protective eyeglasses or chemical safety goggles, per OSHA eye- and face-protection regulations (29 CFR 1910.133). Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with contact lenses.

Safety Stations: Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area.

Contaminated Equipment: Separate contaminated work clothes from street clothes. Launder before reuse. Remove this material from your shoes and clean personal protective equipment.

Comments: Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

Section 9 - Physical and Chemical Properties

Physical State: solid

Appearance and Odor: yellow semi-transparent crystals/odorless

Odor Threshold: not determined

Vapor Pressure: N/A

Vapor Density (Air=1):

Formula Weight: 484.06

Density/Specific Gravity (H₂O=1, at 4 °C): 1.458

pH: N/A

Flash Point: not applicable

Flash Point Method:

Burning Rate: not determined

Auto-ignition Temperature: not determined

Water Solubility: 318.5 g/l @ 20 °C

Other Solubilities: not determined

Boiling Point: N/A

Freezing/Melting Point: N/A

Decomposition Point: 815 °F (435 °C)

Viscosity: not determined

Refractive Index: not determined

Surface Tension: not determined

% Volatile: N/A

Evaporation Rate: N/A

LEL: not determined

UEL: not determined

Section 10 - Stability and Reactivity

Stability: Sodium Ferrocyanide is stable at room temperature in closed containers under normal storage and handling conditions.

Polymerization: Hazardous polymerization cannot occur.

Chemical Incompatibilities: Oxidizing agents, ammonia, chromic acid and strong acids.

Conditions to Avoid: incompatibilities. ACIDS: Evolution of highly toxic and flammable hydrogen cyanide gas. OXIDIZERS (STRONG): Fire and explosion hazard.

Hazardous Decomposition Products: Thermal oxidative decomposition of Sodium Ferrocyanide can produce oxides of nitrogen, carbon monoxide, carbon dioxide and hydrogen cyanide.

Section 11- Toxicological Information

SODIUM FERROCYANIDE:

ADDITIONAL DATA: Because of the strong chemical bond between the cyanide group and the iron, ferrocyanides do not release cyanide under normal conditions. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

Toxicity

Oral (rat) LD₅₀: 5100 mg/kg

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE: SODIUM FERROCYANIDE: May cause irritation to the respiratory tract. Ferrocyanides have a low order of toxicity. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

CHRONIC EXPOSURE: SODIUM FERROCYANIDE: No data available.

SKIN CONTACT:

ACUTE EXPOSURE:

Sodium Ferrocyanide

SODIUM FERROCYANIDE: May cause irritation.

CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No specific data available. No dermatitis was reported in workers handling potassium ferrocyanide over a number of years.

EYE CONTACT:

ACUTE EXPOSURE:

SODIUM FERROCYANIDE: Dust may cause irritation.

CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No data available.

INGESTION:

ACUTE EXPOSURE: SODIUM FERROCYANIDE: The reported probable lethal dose in humans is 0.5-5.0 gm/kg. Ferrocyanide salts are rapidly excreted in urine without metabolic alteration.

CHRONIC EXPOSURE: SODIUM FERROCYANIDE: No data available.

* See NIOSH, *RTECS*, for additional toxicity data.

Section 12 - Ecological Information

Ecotoxicity: data not available.

Environmental Fate: data not available.

Environmental Degradation: data not available.

Soil Absorption/Mobility: data not available.

Section 13 - Disposal Considerations

Disposal: Contact your supplier or a licensed contractor for detailed recommendations. Follow applicable Federal, state, and local regulations.

Disposal Regulatory Requirements:

Section 14 - Transport Information

Not regulated for transportation

US DOT(49 CFR 172.101):

PSN:
Hazard Class:
UN Number:
Packing Group:

IATA

PSN:
Hazard Class:
UN Number:
Packing Group:

TDG

PSN:
Hazard Class:
UN Number:
Packing Group:

IMDG/IMO

PSN:
Hazard Class:
UN Number:
Packing Group:

Section 15 - Regulatory Information

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):
Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):
Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

Sodium Ferrocyanide

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65: Not regulated.

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: D2B. Material causing toxic effects (TOXIC): No products were found.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

Section 16 - Other Information

Disclaimer: All information, recommendations and suggestions appearing herein are based upon sources believed to be reliable: However, it is the user's responsibility to determine the safety, toxicity and suitability for its own use of this product. WEGO CHEMICAL GROUP DOES NOT ASSUME ANY LIABILITY ARISING OUT OF THE USE BY OTHERS OF THIS PRODUCT.



1. Product and Company Identification

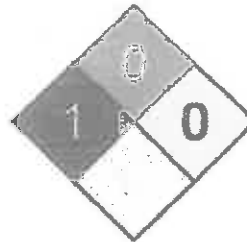
Product Name Sodium Chloride, Salt

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

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

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

1 1	
0	0
Physical Hazard	0
Personal Protection	E



2. Hazards Identification

Emergency overview

CAUTION
EYE AND SKIN IRRITANT.

Potential short term health effects

Routes of exposure
Eyes
Skin
Inhalation
Ingestion

Eye, Skin contact, Inhalation, Ingestion.
May cause irritation.
May cause irritation.
Dusts of this product may cause irritation of the nose, throat, and respiratory tract.
May cause stomach distress, nausea or vomiting.
Eyes, Skin, Respiratory system.
Prolonged or repeated exposure can cause drying, defatting and dermatitis.
Symptoms may include redness, edema, drying, defatting and cracking of the skin.
Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

Target organs

Chronic effects

Signs and symptoms

3. Composition / Information on Ingredients

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

4. First Aid Measures

First aid procedures

Eye contact

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

Skin contact

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

Inhalation

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

Ingestion

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

Notes to physician

Symptoms may be delayed.

General advice

None Available.

5. Fire Fighting Measures

Flammable properties

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

Extinguishing media**Suitable extinguishing media** Treat for surrounding material.**Unsuitable extinguishing media** Not available**Protection of firefighters****Specific hazards arising from the chemical** Not available**Protective equipment for firefighters** Firefighters should wear full protective clothing including self contained breathing apparatus.**6. Accidental Release Measures****Personal precautions**

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Methods for containment

None necessary.

Methods for cleaning up

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

7. Handling and Storage**Handling**

Avoid breathing dusts from this material.

Storage

Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

8. Exposure Controls / Personal Protection**Exposure limits****Ingredient(s)****Exposure Limits****Sodium chloride****ACGIH-TLV**

Not established

OSHA-PEL

Not established

Engineering controls**TWA PEL:** No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.**TWA TLV:** No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal protective equipment**Eye / face protection**

Safety glasses.

Hand protection

Rubber gloves. Confirm with a reputable supplier first.

Skin and body protection

As required by employer code.

Respiratory protection

Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice. When using do not eat or drink. Wash hands before breaks and immediately after handling the product.

9. Physical & Chemical Properties**Appearance**

Crystalline.

Color

White

Form

Crystals

Odor

Odorless.

Odor threshold	Not available
Physical state	Solid
pH	6 - 8 (Neutral)
Melting point	800.9 °C (1473.8 °F)
Freezing point	Not available
Boiling point	1413 °C (2575.4 °F)
Flash point	Not available
Evaporation rate	Not available
Flammability limits in air, lower, % by volume	Not applicable
Flammability limits in air, upper, % by volume	Not applicable
Vapor pressure	0.1 kPa (1 mmHg) @ 865°C
Vapor density	Not applicable
Specific gravity	2.17 (H ₂ O = 1)
Relative density	2.17 g/cm ³
Octanol/water coefficient	Not available
Solubility (H ₂ O)	36g/100g H ₂ O @ 20°C
Auto-ignition temperature	Not available
Viscosity	Not applicable
Percent volatile	0 % w/w
Molecular weight	58.4400 g/mole
Molecular formula	NaCl

10. Chemical Stability & Reactivity Information

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

11. Toxicological Information

Component analysis - LC50

Ingredient(s)	LC50
Sodium chloride	> 21000 mg/m ³ rat

Component analysis - Oral LD50

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

Effects of acute exposure

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

12. Ecological Information

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

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

13. Disposal Considerations

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

14. Transport Information

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

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.	
US Federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List.	
	CERCLA/SARA Hazardous Substances - Not applicable.	
Occupational Safety and Health Administration (OSHA)		
29 CFR 1910.1200 hazardous chemical	No	
CERCLA (Superfund) reportable quantity	None	
Superfund Amendments and Reauthorization Act of 1986 (SARA)		
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No	
Section 302 extremely hazardous substance	No	
Section 311 hazardous chemical	No	
Clean Air Act (CAA)	Not available	
Clean Water Act (CWA)	Not available	
Safe Drinking Water Act (SDWA)	Not available	
Drug Enforcement Agency (DEA)	Not available	
Food and Drug Administration (FDA)	Not available	
WHMIS status	Not Controlled	
State regulations	This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.	
Inventory name		
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes
A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)		

16. Other Information

Disclaimer

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

Issue date

09-Sep-2005

Effective date

01-Sep-2006

Expiry date

01-Sep-2008

Prepared by

Dell Tech Laboratories Ltd. (519) 858-5021

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mid-Atlantic Salt, LLC

Authorized Signature: [Signature] Date: 7/6/18

State of PENNSYLVANIA

County of Philadelphia, to-wit:

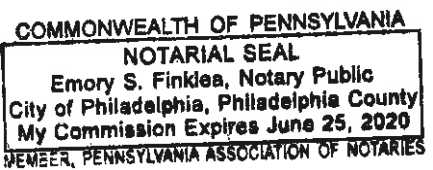
Taken, subscribed, and sworn to before me this 6th day of July, 2018.

My Commission expires 6-25, 2020.

AFFIX-SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



Commission # 1240289

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: June 27, 2018 due by 2:00pm EDT

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: Sodium Chloride-Road Salt
BUYER: Mark Atkins, File #33
SOLICITATION NO.: CRFQ 0803 DOT1800000113
BID OPENING DATE: 07/10/2018
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

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 N/A 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: July 10, 2018 at 1:30pm EDT

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand 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.

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

11. 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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **Initial Contract Term:** This Contract becomes effective on Upon Award and extends for a period of June 30, 2019 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: 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.

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR 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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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”), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 06/08/2018

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.


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

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.

Stephen Stein, Manager
(Name, Title)
Stephen Stein Manager
(Printed Name and Title)
P.O. Box 135, Gladwyne, PA 19035
(Address)
215-431-7960 / 610-668-7641
(Phone Number) / (Fax Number)
None
(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.

Mid-Atlantic Salt, LLC
(Company)

 Suzanne J. Stein, Vice President
(Authorized Signature) (Representative Name, Title)

Suzanne J. Stein Vice President
(Printed Name and Title of Authorized Representative)

7/5/18
(Date)

610-348-7962 Fax: 267-273-0350
(Phone Number) (Fax Number)