

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

WOASIS	Jump to: FORMS 💁 🚱 איז
Welcome, Lu Anne Cottrill	Procurement Budgeting Accounts Receivable Accounts Payable
Solicitation Response(SR) Dept: 0803 ID: ESR0710180000000150 Ver.: 1	Function: New Phase: Final Modified by batch , 07/10/2018
Header (1) 9	
	⊑ List View
General Information Contact Default Values Discount Document I	nformation
Procurement Folder: 453423	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: 000000106924	SO Doc ID: DOT1800000113
Legal Name: AMERICAN ROCK SALT HOLDINGS LLC	Published Date: 6/21/18
Alias/DBA:	Close Date: 7/10/18
• Total Bid: \$0.00	Close Time: 13:30
Response Date: 07/10/2018	Status: Closed
	Apply Default Values to Commodity Lines View Procurement Folder



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

## State of West Virginia Solicitation Response

Proc Folder : 453423 Solicitation Description : SODIUM CHLORIDE - ROADWAY SALT Proc Type : Central Master Agreement					
Date issued	Solicitation Closes	Solicitation Response	Version		
	2018-07-10 13:30:00	SR 0803 ESR0710180000000150	1		

#### VENDOR 000000106924

AMERICAN ROCK SALT HOLDINGS LLC

Solicitation Nu	umber:	CRFQ	0803	DOT1800000113			
Total Bid :	\$0.00			Response Date:	2018-07-10	Response Time:	09:56:08

**Comments:** 

FOR INFORMATION CONTACT THE BUYER		
Mark A Atkins		
(304) 558-2307 mark.a.atkins@wv.gov		
	FEIN #	DATE
All offers subject to all terms and conditions contained in this s	aliaitation	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount	
1	Vendor must use Exhibit_A and Exhibit_B Pricing Pages.	0.00000	TON	\$0.000000	\$0.00	
Comm Code	Manufacturer	Specification		Model #		
46161506						
Extended Description : SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES: Note: Vendor shall use Exhibit A and Exhibit B Pricing Page(s) for bid pricing.						
	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.					

Page

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

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000	No Bid	#VALUE!
Clay	Widen Road & CR 11	1,350		
Clay	Maysei	100		
Clay	Total Estimated Quantity for County	1,450	No Bid	#VALUE!
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	1,000		
Kanawha	St. Albans	1,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,700		
Kanawha	I-77 @ Sissonville	1,350		
Kanawha	I-79 @ Amma	1,700		
Kanawha	Corridor G @ Alum Creek	1,700	······	
Kanawha	Total Estimated Quantity for County	10,450	No Bid	#VALUE!
Mason	Glenwood	0		
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	No Bid	#VALUE!
Putnam	Red House	1,000		
Putnam	Hurricane @ Rt. 34	1,000		
Putnam	I-64 @ Scary Creek	1,000		
Putnam	US 35 @ Frazier's Bottom	1,000		
Putnam	Total Estimated Quantity for County	4,000	No Bid	#VALUE!
	Estimated Total per District	19,900		

Quantities listed in this solicitation are estimated quantities.

### **Sodium Chloride**

Page

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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### **Sodium Chloride**

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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### **Sodium Chloride**

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

**DISTRICT 4** 

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

Country	WVDOH	Estimated	- · ·	nit Cost		Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton			Cost
Doddridge	Smithburg	1,500				
Doddridge	Total Estimated Quantity for County	1,500	\$	99.85	\$	149,775.00
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	\$	96.53	\$	859,117.00
Marion	Fairmont	1,200				
Marion	Mannington	750				
Marion	Total Estimated Quantity for County	1,950	\$	95.00	\$	185,250.00
Monongalia	I-79 @ Goshen Road	2,500			•	
Monongalia	Ridgedale	4,500				
Monongalia	Pentress	900				
Monongalia	Total Estimated Quantity for County	7,900	\$	93.00	\$	734,700.00
Preston	Bruceton Mills	3,500	•		Ť.	
Preston	Albright	1,800				
Preston	Terra Alta	1,000				
Preston	Fellowsville	1,000			·	
Preston	Aurora	1,000			1	
Preston	I-68 @ Cooper's Rock	2,500				
Preston	Total Estimated Quantity for County	10,800	\$	93.00	\$1	004,400.00
Taylor	Fetterman/Prunytown	1,750	<b>T</b>		<del>+ +)</del>	
Taylor	Total Estimated Quantity for County	1,750	\$	95.00	\$	166,250.00
	Estimated Total per District	32,800				

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#### Sodium Chloride

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

DISTRICT 5

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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#### **Sodium Chloride**

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Brooke	Wellsburg	1,800		
Brooke	Weirton	1,300		
Brooke	Total Estimated Quantity for County	3,100	\$ 92.00	\$ 285,200.00
Hancock	New Manchester	3,100		
Hancock	Total Estimated Quantity for County	3,100	\$ 95.00	\$ 294,500.00
Marshall	Glen Dale	3,100		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	5,500	\$ 95.00	\$ 522,500.00
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	Total Estimated Quantity for County	8,400	\$ 91.00	\$ 764,400.00
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2,200	\$ 100.78	\$ 221,716.00
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	Total Estimated Quantity for County	3,000	\$ 98.39	\$ 295,170.00
	Estimated Total per District	25,300		

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### **Sodium Chloride**

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated		Unit Cost		Extended
Barbour		Number Tons		Per Ton		Cost
	Phillipi	2,200				
Barbour	Belington	1,700				
Barbour	Total Estimated Quantity for County	3,900	\$	96.84	\$	377,676.00
Braxton	Gassaway	1,200				
Braxton	Heaters	800				
Braxton	I-79 @ Coon Knob	1,600				
Braxton	I-79 @ Burnsville	1,800				
Braxton	Total Estimated Quantity for County	5,400		No Bid		#VALUE!
Gilmer	Glenville	1,300				
Gilmer	Total Estimated Quantity for County	1,300		No Bid		#VALUE!
Lewis	Weston (Ben Dale)	2,000				
Lewis	Corridor H @ Mudlick	1,500				
Lewis	Total Estimated Quantity for County	3,500	\$	99.24	\$	347,340.00
Upshur	Clow Lot @ Buckhannon	2,900				
Upshur	Tennerton	200				
Upshur	Kanawha Head	1,000				
Upshur	Total Estimated Quantity for County	4,100	\$	100.66	\$	412,706.00
Webster	Cherry Falls	600				
Webster	Cowen	600				
Webster	Hacker Valley	600				
Webster	Total Estimated Quantity for County	1,800	No Bid		#VALUE!	
	Estimated Total per District	20,000				

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# Delivery: F.O.B. WV Division of Highways Delivery/Storage Location Site DISTRICT 8 DO NOT TYPE IN GRAY HIL

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended	
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost	
Pendleton	Franklin, 220 North	225	·····		
Pendleton	Judy Gap	225			
Pendleton	Brandywine	200			
Pendleton	Onego	100			
Pendleton	Franklin, 220 South	50			
Pendleton	Total Estimated Quantity for County	800	No Bid #VALUE		
Pocahontas	Marlinton	400			
Pocahontas	Seebert	250			
Pocahontas	Greenbank	300			
Pocahontas	Bartow (Thornwood)	250			
Pocahontas	Snowshoe	100			
Pocahontas	Slaty Fork	250			
Pocahontas	Total Estimated Quantity for County	1,550	No Bid	#VALUE!	
Randolph	Elkins	750	·····		
Randolph	Harman	550			
Randolph	Coalton	300			
Randolph	Valley Head	350			
Randolph	Mill Creek	500			
Randolph	Pickens	200			
Randolph	Corridor H Lot @ Elkins	600			
Randolph	Total Estimated Quantity for County	3,250	No Bid	#VALUE!	
Tucker	Parsons	500			
Tucker	Corridor H Lot @ Tucker Thomas - 0847	250			
Tucker	Corridor H Lot @ Thomas - 0883	0			
Tucker	Total Estimated Quantity for County	750	\$ 99.60	\$ 74,700.00	
	Estimated Total per District	6,350			

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### Sodium Chloride

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

DISTRICT 9

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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### **Sodium Chloride**

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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### Sodium Chloride

Pricing Exhibit B

### Page

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

Location of Storage Site		Cost Per	r Ton*
Belle Vernon, PA		\$	80.00
		\$	-
	_	\$	-
		\$	-
	-	\$	-

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

#### 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  $\frac{N/A}{2}$  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)

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: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

**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

 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  $\frac{100}{2}$  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.

Revised 06/08/2018

**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.

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**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 Liab	ty Insurance in at least an amount of:	\$1,000,000.00	per
occurrence.			- 1

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.

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.

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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

**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 <u>purchasing.requisitions@wv.gov</u>.

**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

Revised 06/08/2018

"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.

WiVI (Nanhe, Title) Jarhie A. McClain, Marketing Manager (Printed Name and Title) PO Box 190, - Mt. Morris, NY 14510 (Address) (888) 762-7258 / (585) 243-7676 (Phone Number) / (Fax Number) customerservice@americanrocksalt.com (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

American Rock Salt Co., LLC

(Company)

(Authorized Signature) (Representative Name, Title)

Jamie A. McClain - Marketing Manager

(Printed Name and Title of Authorized Representative)

July 6, 2018

(Date)

(888) 762-7258 / (585) 243-7676

(Phone Number) (Fax Number)



#### State of West Virginia Request for Quotation 07 - Chemicals

F	Proc Folder: 453423						
Doc Description: SODIUM CHLORIDE - ROADWAY SALT							
Proc Type: Central Master Agreement							
Date Issued	Solicitation Closes	Solicitation No	Version				
2018-06-21	2018-07-10 13:30:00	CRFQ 0803 DOT1800000113	1				

BID RECEIVING LOCATION	and the second second			
BID CLERK				
DEPARTMENT OF ADMINISTRATI	ON			
PURCHASING DIVISION				
2019 WASHINGTON ST E				
CHARLESTON	WV	25305		
US				

VENDOR

Vendor Name, Address and Telephone Number: American Rock Salt Co., LLC PO Box 190 Mt. Morris, NY 14510 (888) 762-7258

FOR INFORMATION CONTACT THE BUYER		
Mark A Alkins		
(304) 558-2307		
mark.a.atkins@wv.gov		
Δ		
Signature X JAMIE AMC Chin FEIN #	16-1516458	DATE July 6, 2018
All offers subject to all terms and conditions contained in this solicitation Jamie A. McClain, Marketing Manager	on	

#### ADDITIONAL INFORMATION:

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.

INVOICE TO		SHIP TO	RIVER AND A	
VARIOUS AGENCY LO AS INDICATED BY ORI		STATE OF WE VARIOUS LOC	EST VIRGINIA CATIONS AS INDICATED BY	ORDER
No City	WV99999	No City	wv	99999
US		US		
Line Comm Ln D	Desc	Qty Unit Is	sue Unit Price	Total Price

				oniciasue	OTHEFTICE	rotal Price
1	Vendo Exhibi	or must use Exhibit_A and t_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.

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

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

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Mr. Mark Atkins 2019 Washington Street, East Charlestown, WV 25305

July 6, 2018

RE: Sodium Chloride – Roadway Salt Purchasing Card

American Rock Salt Company LLC (ARSC) understands the State utililizes and requires their Vendors to accept payment via purchasing card for all orders under this contract.

ARSC would also like to offer the option of paying your invoices by ACH payment. With an ACH payment, you can see immediately that your payment was received. Your payment arrives more quickly with an ACH payment. Some companies, such as insurance companies, offer a discount to consumers who opt to pay their premiums via an ACH payment. ACH saves not only the Vendor time and money but also would save the State additional time and money.

Purchasing cards can supply the consumers with some added benefits. However, the cost to process these cards is expensive and your Vendors pass this additional cost onto you and it is reflected in your pricing each year. This cost could be avoided if the State would consider an ACH payment option. Last year alone, your pricing reflected an additional cost of \$83,500. This year, ARSC again had to add additional cost per ton to your pricing to cover the additional cost to process purchases via these purchasing cards.

ARSC are more then willing to continue to take the purchasing cards per the specifications of the contract. We are reaching out to the State to try and come up with a solution that would save the State and its vendors time and money!

Thank you for the opportunity to submit our quotation. We look forward to doing business with you during the 2018-2019 season.

Sincerely,

Janue a McCler

Jamie A. McClain Marketing Manager Phone: (888) 762-7258 customerservice@americanrocksalt.com



State of West Virginia Mr. Mark Atkins 2019 Washington Street, East Charlestown, WV 25305 July 6, 2018

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Sincerely,

anie a. McClair

Jamie A. McClain Marketing Manager Phone: (888) 762-7258 customerservice@americanrocksalt.com

## West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contractin	ng Business Entity:	American Roo	ck Salt Address:	PO	Box 190
				Mt.	Morris, NY 14510
Name of Authorize	d Agent: Jamie A.	McClain	Address:		
Contract Number:	0803DOT180000	000113	Contract Descrip		
Governmental agei	ncy awarding contra	act:			
Check here if the second	nis is a Supplementa	al Disclosure			

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

- 1. Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
- Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
   Check here if none, otherwise list entity/individual names below.
- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

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

Date Signed: \_\_\_\_\_ 10 18 Signature: Notary Verification 10.16 State of County of , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury. Taken, sworn to and subscribed before me this day of Notary Public's Signature ARISTINE DECKER NOTARY PUBLIC State of New York To be completed by State Agency: Registration # 01DE5056194 Date Received by State Agency: Qualified in Livingston County Date submitted to Ethics Commission: **Commission Expires** 1 20 / Governmental agency submitting Disclosure: Revised June 8, 2018

## 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 exceed five percent of the total contract amount.

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

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Americar	n Rock Salt Go., LLC	
Authorized Signature:	le a malan	Date: July 6, 2018
State of New York		
County of Livingston	, to-wit:	$\bigcirc$
Taken, subscribed, and sworn	to before me this that ay of	2018
	gust 4, 2018.2	20/8.
AFFIX SEAL HERE	CHRISTINE DECKER NOTARY PUBLIC State	WIPUBLIC to to Decilia
	Registration # 01DE505619 Qualified in Livingston Count	94
	Commission Expires $8/4$	20/8

West Virginia Ethics Commission



## **Disclosure of Interested Parties to Contracts**

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

## West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: American Ro	ock Salt_Address:	PO Box 190
		Mt. Morris, NY 14510
Name of Authorized Agent: Jamie A. McClain	Address:	
Contract Number: 0803DOT18000000113		otion: Sodium Chloride - Road Salt
Governmental agency awarding contract:	5	
Check here if this is a Supplemental Disclosure		

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

- 1. Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

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

A My Ulain Date Signed: \_\_\_\_\_\_1018 Signature: Notary Verification 10. Vor State of County of , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury. Taken, sworn to and subscribed before me this day of Notary Public's Signature HRISTINE DECKER NOTARY PUBLIC State of New York To be completed by State Agency: Registration # 01DE5056194 Date Received by State Agency: Qualified in Livingston County Date submitted to Ethics Commission: 12018 Commission Expires Governmental agency submitting Disclosure: Revised June 8, 2018

ACORD	

### **CERTIFICATE OF LIABILITY INSURANCE**

320907

DATE (MM/DD/YYYY) 4/30/2018

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY O	R NEGATIVELY AMEND E DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY TH	IE POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	is an AD t to the t	DITIONAL INSURED, the erms and conditions of t	he policy, certain p	olicies may	NAL INSURED provisions or require an endorsement. A	be endorsed. statement on
PRODUCER			Laguage	ficate Team		
Commercial Lines - (628) 201-9001			PHONE (A/C, No, Ext): 628-20	1-9001	FAX (A/C, No):	
USI Insurance Services National, Inc CA	Lic#: 0D0	8408		ateswf@usi.c		
201 Mission St, 11th Floor			IN	SURER(S) AFFO	RDING COVERAGE	NAIC#
San Francisco, CA 94105			INSURER A : Americ	can Zurich In:	surance Company	40142
INSURED American Rock Salt Company LLC			INSURER B: Zurich	American Ins	surance Co	16535
PO Box 190					Ins. Co. of Pittsburgh, PA	19445
			INSURER D: AIG S	pecialty Insur	ance Company	26883
Mount Morris, NY 14510			INSURER E :			
	TIEICAT	E MUMORD. 12095909	INSURER F :			
THIS IS TO CERTIFY THAT THE POLICIE		E NUMBER: 12985808			REVISION NUMBER: See be	How
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMI PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE	I OF ANY CONTRACT DED BY THE POLICIE EBEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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POLICY PRO- JECT X LOC					PRODUCTS COMP/OP AGG S	2,000,000
OTHER:	!				Policy AGG Cap S	10,000.000
B AUTOMOBILE LIABILITY		BAP018720902	10/30/2017	10/30/2018	COMBINED SINGLE LIMIT S	1.000,000
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OWNED SCHEDULED					BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE S	
X Ded. \$1,000					S	
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DED X RETENTIONS 10,000		<u> </u>			S S	
A AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		WC018720602	10/30/2017	10/30/2018	X PER OTH- STATUTE ER	4 000 000
OFFICER/MEMBEREXCLUDED?	N/A				EIL EACH ACCIDENT \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					EL. DISEASE - EA EMPLOYEE S	1,000,000
B Physical Damage		BAP018720902	10/30/2017	10/30/2018	E L. DISEASE - POLICY LIMIT S ACV or Cost of Repair, whichever is less	
Comp. Ded. \$1,000 Coll. Ded. \$1,000						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	0 101, Additional Remarks Schedu	ile, may be attached if mor	e space is requir	ed)	
Evidence of Coverage.						
CERTIFICATE HOLDER			CANCELLATION			
American Back Sall Company LLC						150 055005
American Rock Salt Company LLC PO Box 190			THE EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE	
Mount Morris, NY 14510			ACCORDANCE WI			
mean monte (41 14010				TATIVE		
			AUTHORIZED REPRESE		11	
				Year	Sala	

The ACORD name and logo are registered marks of ACORD @ 1988-2015 ACORD CORPORATION. All rights reserved.

## **Certificate of Insurance (Con't)**

ISR .TR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
в	Transit/Cargo-All Risk			MNG 3500495-16	10/01/2017	08/01/2018	\$1,000,000 Limit
	Flood & Earthquake Included					120	
D	Pollution Legal Liability			1702427	02/02/2015	02/02/2018	Claims-Made Coverage

Certificate of Insurance-Con't



Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Directives

#### **1. PRODUCT IDENTIFICATION**

1.1 COMMON NAME: CHEMICAL NAME: CHEMICAL FORMULA: <u>CAS#:</u> PRODUCT NAMES AS LABELED: 1.2 PRODUCT USE: **1.3 MANUFACTURER'S NAME:** ADDRESS: **BUSINESS PHONE:** FAX NUMBER: WEB SITE: **1.4 EMERGENCY PHONE NUMBER: EMERGENCY PHONE #:** EMAIL: **1.5 PREPARATION INFORMATION:** DATE OF CURRENT REVISION: DATE OF LAST REVISION:

Rock Salt, Halite, Salt Sodium Chloride NaCl 7647-14-5 Bulk Ice Control (Product Number BIC) The de-icing of roads, walkways and surfaces American Rock Salt Company LLC 5520 Route 63, Mount Morris, New York 14510 1-585-243-9510 1-585-243-4353 www.americanrocksalt.com

1-585-243-9544 SDS@americanrocksalt.com

June 10, 2015 New

#### 2. HAZARD IDENTIFICATION

#### EMERGENCY OVERVIEW:

Product Description: This product is a white to off-white crystalline solid with no odor.

Health Hazards: Exposure to this product may cause irritation to eyes. Prolonged contact may cause skin irritation. May cause respiratory tract irritation.

Flammability Hazards: This product is a non-flammable solid.

Reactivity Hazards: None known

Environmental Hazards: The Environmental effects of this product have not been investigated. Release of this product is not expected to have significant adverse effects in the aquatic environment.

US DOT SYMBOLS Non-Regulated Material CANADA (WHMIS) SYMBOLS "Not Controlled"

EUROPEAN and (GHS) Hazard Symbols



Signal Word: WARNING!

# 2.1 CLASSIFICATION OF SUBSTANCE OR MIXTURE IN ACCORDANCE WITH 29 CFR 1200 (OSHA HCS) AND THE EUROPEAN UNION DIRECTIVES:

This product does meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 AND the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

EU HAZARD CLASSIFICATION OF INGREDIENTS PER DIRECTIVE 1272/2008/EC:

Index Number:

EC# 231-595-3 This substance is not classified in the Annex VI of Directive 67/548/EEC EC# 237-081-9 This substance is not classified in the Annex VI of Directive 67/548/EEC EC# 233-140-8 Annex VI Index# 017-013-00-2

Substances not listed either individually or in group entries must be self classified.

Component(s) Contributing to Classification(s)

#### All Components

2.2 LABEL ELEMENTS:

GHS Hazard Classification(s):

Skin Irritant Category 2

Eye Irritant Category 2A

. Bh



#### Hazard Statement(s):

H315: Causes skin irritation

H319: Causes serious eye irritation H335: May cause respiratory irritation

#### Precautionary Statement(s):

P261: Avoid breathing fume/mist/vapors/spray P264: Wash skin after handling P281: Use personal protective equipment as required

EU HAZARD CLASSIFICATION OF INGREDIENTS PER DIRECTIVE 1999/45/EC:

[Xi] Irritant

Risk Phrases:

R36/37/38: Irritating to eyes, respiratory system and skin

#### Safety Phrases:

S24/25: Avoid contact with skin and eyes S45: In case of accident or if you feel unwell, seek medical attention immediately,

#### 2.3 HEALTH HAZARDS OR RISKS FROM EXPOSURE:

SYMPTOMS OF OVEREXPOSURE BY ROUTE OF EXPOSURE: The most significant routes of exposure for this product are by inhalation, skin contact, eye contact or ingestion.

ACUTE:

**INHALATION:** Inhalation may be irritating to the respiratory tract.

CONTACT WITH SKIN: Repeated or prolonged contact may cause skin irritation.

EYE CONTACT: Contact may irritate the eyes, resulting in redness or watering.

**INGESTION:** Ingestion of a large quantity may cause gastrointestinal irritation with nausea and vomiting. **CHRONIC:** None known

TARGET ORGANS: Acute: Eyes, Skin, Respiratory System

Chronic: None Known

#### **3. COMPOSITION AND INFORMATION ON INGREDIENTS**

Hazardous Ingredients:	WT%	CAS#	EINECS #	Hazard Classification	Risk Phrases	
Sodium Chloride	>99%	7647-14-5	231-598-3	[Xi] Irritant	R36/37/38	
YPS (Yellow Prussiate of Soda) Sodium Ferrocyanide	0.0075%	13601-19-9	237-081-9	Not Classified	None	
Liquid Calcium Chloride (Anhydrous, 20 – 45% CaCl <sub>2</sub> Solution)	0.0017%	10043-52-4	233-140-8	[Xi] Irritant	R36	
Liquid Calcium Chloride may be present on salt. Added to YPS delivery system during cold months						
Balance of other ingredients is less toxins, or respiratory sensitizers).	ogens, reproductive					

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2010 format. This product has been classified in accordance with the hazard criteria of the CPR and the SDS contains all the information required by the CPR, EU Directives and the Japanese Industrial Standard J/S Z 7250: 2000.

#### 4. FIRST-AID MEASURES

#### 4.1 DESCRIPTION OF FIRST AID MEASURES:

**EYE CONTACT:** If product enters the eyes, open eyes while under gentle running water for at least 15 minutes. Seek medical attention if irritation persists.

SKIN CONTACT: If product contacts skin, wash skin thoroughly with soap and water after handling. Seek medical attention if irritation develops and persists.

**INHALATION:** If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

**INGESTION:** If product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

#### MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: None known

#### 4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:

Exposure to this product may cause irritation to skin and eyes. Inhalation of dust may cause irritation to respiratory system. May be harmful if swallowed with digestive tract irritation and vomiting.



#### 4.3 RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate overexposure.

#### 5. FIRE-FIGHTING MEASURES

#### 5.1 FIRE EXTINGUISHING MATERIALS:

Use fire extinguishing methods	below:
Water Spray: Yes	Carbon Dioxide: Yes
Foam: Yes	Dry Chemical: Yes
<u>Halon</u> : Yes	Other: Any "C" Class

#### 5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

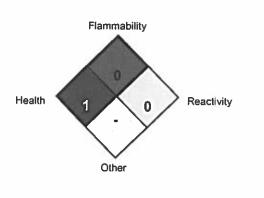
None known

Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

### 5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas. NFPA RATING SYSTEM





Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe \* = Chronic hazard

#### 6. ACCIDENTAL RELEASE MEASURES

#### 6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

#### See section 8.2 for Exposure Controls.

#### 6.2 ENVIRONMENTAL PRECAUTIONS:

No specific hazards connected with leaks and splits.

#### 6.3 SPILL AND LEAK RESPONSE:

Sweep up spilled materials and place in appropriate container for disposal or re-use. Dispose of in accordance with U.S. Federal, State, and local hazardous waste disposal regulations and those of Canada and its Provinces, those of Australia, Japan and EU Member States (see Section 13, Disposal Considerations).

#### 7. HANDLING and STORAGE

#### 7.1 PRECAUTIONS FOR SAFE HANDLING:

Establish good personal hygiene and work practices. Always wash hands and face before eating, drinking or smoking. 7.2 STORAGE AND HANDLING PRACTICES:

Store in a dry area with <75% relative humidity to avoid caking.

#### 7.3 SPECIFIC USES:

De-icing roads and walkways.

#### 8. EXPOSURE CONTROLS - PERSONAL PROTECTION



#### 8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA
Sodium Chloride	7647-14-5	10 mg/m <sup>3</sup> Total Dust	15 mg/mº Total Dust

#### 8.2 EXPOSURE CONTROLS:

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

**RESPIRATORY PROTECTION:** Not normally required when using this product. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

**EYE PROTECTION** Safety glasses or goggles are recommended to prevent eye contact. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

**HAND PROTECTION:** Protective gloves are recommended to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

**BODY PROTECTION:** Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards.

#### 9. PHYSICAL and CHEMICAL PROPERTIES

#### 9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a white to off-white crystalline solid with no odor. **ODOR:** None **ODOR THRESHOLD:** Not Applicable pH: Not Applicable MELTING/FREEZING POINT: Not Applicable BOILING POINT: >2575"F FLASH POINT: Not Applicable EVAPORATION RATE (n-BuAc=1): Not Available FLAMMABILITY (SOLID, GAS): Not Applicable UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Applicable VAPOR PRESSURE (mm Hg @ 20°C (68°F): 2.4 mm @ 1376°F VAPOR DENSITY: Not Applicable **RELATIVE DENSITY: Not Applicable DENSITY:** Not Applicable SPECIFIC GRAVITY: 2.165 SOLUBILITY IN WATER: 317 g/l @ 60°F WEIGHT PER GALLON: Not Available PARTITION COEFFICENT (n-octanol/water): Not Applicable AUTO-IGNITION TEMPERATURE: Not Applicable **DECOMPOSITION TEMPERATURE:** Not Available VISCOSITY: Not Available VOC q/l / Lb/gal: 0 9.2 OTHER INFORMATION:

No additional information available.

#### **10. STABILITY and REACTIVITY**

10.1 REACTIVITY: This product is not reactive. 10.2 STABILITY:



Stable under conditions of normal storage and use.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Chemical reactions occur when this product is involved with strong acids such as sulfuric or nitric acid.

10.4 CONDITIONS TO AVOID:

Incompatible materials

#### 10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

Strong acids

#### 10.6HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition products include hydrochloric acid.

#### **11. TOXICOLOGICAL INFORMATION**

#### **11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:**

TOXICITY DATA:

CAS#: 7647-14-5

Oral, rat: LD50 = 3,000 mg/kg;

**SUSPECTED CANCER AGENT:** None of the ingredients within this product are found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, or suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product may be irritating to skin, eyes or respiratory system.

SENSITIZATION TO THE PRODUCT: This product is not considered a respiratory system or skin sensitizer.

**REPRODUCTIVE TOXICITY INFORMATION:** No information concerning the effects of this product and its components on the human reproductive system.

SPECIFIC TARGET ORGAN TOXICITY - SINGLE EXPOSURE: Eyes, respiratory System and Skin

SPECIFIC TARGET ORGAN TOXICITY - REPEATED EXPOSURE: None known

ASPIRATION HAZARD: None

### **12. ECOLOGICAL INFORMATION**

#### 12.1 TOXICITY:

This material is water soluble and occurs naturally, and is unlikely to have any long term effect on the environment. However, large or frequent applications or spills can have a potentially damaging effect on the environment.

#### 12.2 PERSISTENCE AND DEGRADABILITY:

This material is not organic and therefore does not undergo biodegradation.

#### 12.3 BIOACCUMULATIVE POTENTIAL:

Based on available information, the sodium chloride present may bioaccumulate in some aquatic organisms.

#### 12.4 MOBILITY IN SOIL:

This material is water soluble and is expected to move rapidly with surface water or ground water flows.

#### 12.5 RESULTS OF PBT ANDvPvB ASSESSMENT:

No specific data available on this product.

#### 12.6 OTHER ADVERSE EFFECTS:

No specific data available on this product.

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

#### 12.7 WATER ENDANGERMENT CLASS:

Water endangering in accordance with EU Guideline 91/155-EWG. Not determined

### 13. DISPOSAL CONSIDERATIONS

#### **13.1 WASTE TREATMENT METHODS:**

Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

#### 13.2 EU Waste Code:

Not determined

### **14. TRANSPORTATION INFORMATION**



<u>US DOT, IATA, IMO, ADR:</u>

U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS:	This product is classified (per 49 CFR
172.101) by the U.S. Department of Transportation, as follows.	

14.1 PROPER SHIPPING NAME:	Non-Regulated Material
14.2 HAZARD CLASS NUMBER and DESCRIPTION	: None
14.3 UN IDENTIFICATION NUMBER:	None
14.4 PACKING GROUP:	None
14.5 DOT LABEL(S) REQUIRED:	None
NORTH AMERICAN EMERGENCY RESPONSE GI	UIDEBOOK NUMBER: None
RQ QUANTITY:	None
14.6 MARINE POLLUTANT: None of the componen	ts of this product are designated by the Department of Transportation to be Marine

Pollutants (49 CFR 172.101, Appendix B). 14.7 SPECIAL PRECAUTIONS FOR USER:

Avoid exposure

#### 14.8 INTERNATIONAL TRANSPORTION:

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is not considered as dangerous goods.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is not considered as dangerous goods.

#### 14.9 TRANSPORT IN BULK ACCORDING TO ANNEX II OF MARPOL 73/78 AND IBC CODE:

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous goods.

#### **15. REGULATORY INFORMATION**

#### **15.1 UNITED STATES REGULATIONS:**

**U.S. SARA REPORTING REQUIREMENTS:** The components of this product are not subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act.

**U.S. SARA THRESHOLD PLANNING QUANTITY:** There are no specific Threshold Planning Quantities for the components of this product. The default Federal SDS submission and inventory requirement filing threshold of 10,000 lbs (4,540 kg) therefore applies, per 40 CFR 370.20.

#### U.S. CERCLA REPORTABLE QUANTITY (RQ): None

**U.S. TSCA INVENTORY STATUS:** The components of this product are listed on the TSCA Inventory or are exempted form listing.

**OTHER U.S. FEDERAL REGULATIONS: None** 

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): Ingredients within this product are not on the Proposition 65 Lists.

#### **15.2 CANADIAN REGULATIONS:**

CANADIAN DSL/NDSL INVENTORY STATUS: All components are DSL Listed, NDSL Listed and/or are exempt from listing.

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all of the information required by those regulations.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is "Not Controlled", per WHMIS Controlled Product Regulations.

#### 15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives. See Section 2 for full Details.

#### **15.4 AUSTRALIAN INFORMATION FOR PRODUCT:**

The components of this product are listed on the International Chemical Inventory list.

#### 15.5 JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS:

The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.



JAPANESE ENCS INVENTORY:

The components of this product are on the ENCS Inventory as indicated in the section on International Chemical Inventories, below.

#### POISONOUS AND DELETERIOUS SUBSTANCES CONTROL LAW:

No component of this product is a listed Specified Poisonous Substance under the Poisonous and Deleterious Substances Control Law.

#### **15.6 INTERNATIONAL CHEMICAL INVENTORIES:**

Listing of the components on individual country Chemical Inventories is as follows: Asia-Pac: Listed Australian Inventory of Chemical Substances (AICS): Listed Korean Existing Chemicals List (ECL): Listed Japanese Existing National Inventory of Chemical Substances (ENCS): Listed Philippines Inventory if Chemicals and Chemical Substances (PICCS): Listed Swiss Giftliste List of Toxic Substances: Listed U.S. TSCA: Listed

#### **16. OTHER INFORMATION**

#### 16.1 ABBREVIATIONS AND ACRONYMS:

ARD: European Agreement concerning the International Carriage of Dangerous Goods by Road IMDG: International Maritime Code for Dangerous Goods

DOT: US D

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

NFPA: National Fire Protection Association (USA)

#### PREPARED BY: Paul Eigbrett – (GHS MSDS Compliance PLUS)

All statements, technical information and recommendations contained herein are, to the best of our knowledge, reliable and accurate, however, no warranty, either expressed or implied, is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

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

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of the company or others covering any process, composition of matter or use.

### END OF SDS SHEET



### **YELLOW PRUSSIATE OF SODA**

American Rock salt is treated with Yellow Prussiate of Soda for anti-caking requirements.

#### 1. DESCRIPTION

The Chemical name for this additive is Sodium Ferrocyanide, a non-toxic food grade additive. The application is in liquid form at a ratio of 75 PPM.

#### 2. SOLUBILITY

Yellow Prussiate of Soda is 100% soluble in water.

#### 3. PHOTODECOMPOSTION

Yellow Prussiate of Soda in the outer crust of untarped or uncovered salt will decompose in ultra violet light or sunlight although this reaction is a slow process.

4. YPS is dissolved in water and applied as a spray to the salt on the conveyor system before being loaded into trucks, rail cars or stored in stockpiles.

#### Primary analytical method

#### 1. PRINCIPLE

Sodium Ferrocyanide (YPS) is converted to Ferric Ferrocyanide (Prussian Blue) in the presence of Ferrous Sulfate and read on a spectrophotometer at 725nm. Free Sodium Ferrocyanide (YPS) is readily converted to Prussian Blue and directly read on the spectrophotometer. However, under certain conditions, YPS may be converted to an insoluble form of Ferrocyanide which will not be detected by the free YPS method. In this case, to accurately determine the YPS concentration, an alkaline digestion is used, and the YPS is reported as Total YPS.

#### 2. ESSENTIAL INSTRUMENTATION and REAGENTS

Spectrophotometer capable of measurement at 725nm, measuring cells conforming to instrument sample holder, ½ to 2 inches in width.

Sodium Ferrocyanide decahydrate –  $Na_4Fe (CN)_6 - 10H_2O$ Ferrous Sulfate (5% solution prepared daily) –  $FeSO_4 - 7H_2O$ Sulfuric Acid concentrated –  $H_2SO_4$ 2% Sodium Hydroxide (wt/wt) NaOH 1:4 Hydrochloric Acid – HCI

P.O. Box 190 [ Mt. Morris, NY 14510 Phone (888) 762-7258 - Customer Service Dept.

#### 3. PROCEDURE

 Standard Curve Preparation – A 1000 ppm stock standard can be prepared using 1.5927 g Sodium Ferrocyanide decahydrate dissolved in distilled water and diluted to 1 liter. Prepare a 10 ppm working standard from this stock solution. Transfer the appropriate aliquot of the working standard to each of ten numbered 100 ml. volumetric flasks as indicated in the following table.

Flask #	mls of working solution to add	Equivalent Micrograms Anhydrous YPS per mi.
1	0 (Blank)	0.0
2	2	0.2
3	3	0.3
4	5	0.5
5	8	0.8
6	10	1.0
7	15	1.5
8	20	2.0
9	30	3.0
10	40	4.0

- Add 5 ml. of 5% Ferrous Sulfate solution to each flask. Dilute to volume with brine solution
  prepared using YPS-free salt (see Reagent Preparation). Stopper, mix well and allow 15 minutes
  for color development. Immediately thereafter, zero the spectrophotometer with the blank and
  record the absorbances for the remaining concentration levels. Plot a standard curve of
  absorbance vs. concentration. Using linear regression, determine the correlation coefficient and
  the slope of the curve.
- A method blank, prepared using the following procedure, is required for each of the following YPS methods. Prepare the blank by dissolving 25 g of YPS free salt in 80 ml. of distilled water. The solution should be clear. However, if turbidity persists, filter the solution through two Gelman type "E" glass fiber filters. Add 5 ml. of 5% Ferrous Sulfate solution to the blank and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Immediately, zero spectrophotometer with the method blank and run a check standard to determine the validity of the calibration curve.

#### 4. FREE YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add 750 ml. distilled water and stir until the salt dissolves. Filter through two Gelman Type "E" glass fiber filters. The solution should be clear, however if turbidity persists filter the solution through a finer pore filter. Dilute the solution to 1 liter using distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

#### 5. TOTAL YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add sufficient 2% Sodium Hydroxide to cover the salt and stir for 10 minutes. Then add 700 ml. distilled water and stir until the salt dissolves. Filter the solutions through two Gelman Type "E" glass fiber filters. The solution should be clear, however, if turbidity persists filter the solution through a finer pore filter. In a fume hood, adjust the pH of the solution to between 7.0 - 9.0 with 1:4 hydrochloric acid. Quantitatively transfer the solution to a liter volumetric flask, dilute to volume with distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots

P.O. Box 190 | Mt. Morris, NY 14510 Phone (888) 762-7258 - Customer Service Dept. until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

Total YPS - Free YPS = YPS converted to Prussian Blue (Bound).

#### 6. SAMPLE CALCULATION

Total YPS	
Sample Size	150.00 g
ml. aliquot to blue	25
Slope of the standard curve	0.1500
Sample Absorbance	0.035

Divide the sample absorbance by the slope to determine gamma, which represents the micrograms (ug) of YPS per ml. of solution in the flask. Divide gamma by the total dilution factor (D.F.) as calculated below, to determine the concentration in parts per million (ppm) of YPS in the salt.

Tot D.F.	= (15	0.00 g/1000 ml.)	X (25 m	nl./100 ml.)
	=	(.150)	X	(.25)
	=			0.0375 g/ml.

Abs.	Ug/ml	D.F.	Ppm YPS
0.035	0.2333	0.0375	6.2

Step 1 (0.035) / (0.1500) = 0.2333 ug/ml (gamma)

Step 2 (0.2333 ug/ml) / (0.0375 g/ml) = 6.2 ug YPS/g salt (ppm)

Alternately, the concentration of the sample may be derived directly from the graph of the standard curve by taking the concentration corresponding to the sample absorbance and then dividing this value by the dilution factor (D.F.) to obtain the concentration of YPS in the salt.

#### 7. REAGENT PREPARATION

Brine solution for standard curve – Dissolve 250 g of YPS-free salt in 800 ml. of distilled; deionized water. If the solution appears cloudy, filter the brine through a glass fiber filter, then dilute to 1 liter.

Ferrous Sulfate Solution – 5% (wt/wt) – (solution should be prepared fresh daily) – In a 100 ml. volumetric flask, dissolve 5 g Ferrous Sulfate in 80 ml. distilled water. In a fume hood, add 2 ml. concentrated sulfuric acid and dilute to volume.

Sodium Hydroxide – 2% (wt/wt) – in a 1 liter volumetric flask, dissolve 20 g sodium hydroxide in 800 ml. distilled water, then dilute to volume.

1:4 Hydrochlorice Acid – In a fume hood, carefully add 25 ml. of concentrated hydrochloric acid to 75 ml. of distilled, deionized water. Mix well.

#### AMERICAN ROCKSALT COMPANY LLC

Authorization to Execute Bids

One of the following representatives (the "Authorized Representative") of American Rock Salt Company LLC, a New York limited liability company (the "Company):

Jamie A. McClain	Marketing Manager
Jeanette A. Starr	Controller

Is hereby authorized to execute and deliver, in the name and on behalf of the company, any contract or bid, including any amendment thereto, with respect to the sale of salt by the Company, in all such form and containing such terms and conditions as any Authorized Representative shall approve, such approval to be conclusively evidenced by the execution thereof by an Authorized Representative.

IN WITHNESS WHEREOF, the company has caused this Authorization to be executed by its duly authorized manager, on June 13, 2017.

### AMERICAN ROCK SALT COMPANY LLC

lóséph Búcci CO-CEO, VP Operations

State of New York ) County of Livingston) ss.:

On this 13th day of June, 2017, before me personally came JOSEPH BUCCI, to me known, who being by me duly sworn, did depose and say that he is CO-CEO, VP Operations of American Rock Salt Company LLC, the limited liability company described in and which executed this Authorization.

Michele E. Booner Notary Public, State of New Yor-No. 01B06126032 Qualified in Livingston County Cormission Evolution April 25, 2024



#### American Rock Salt is your Awarded Vendor for the 2018-2019 Season!

American Rock Salt Co., LLC is pleased to have been awarded your road salt requirements for the upcoming season.

Please note the following information and forward it to anyone else within your organization that would benefit from it:

- <u>ON-LINE ORDERS</u> for bulk salt can be placed at <u>https://www.arscdirect.com</u>. To Access your account information on-line you will need your customer number (which will act as your user ID) and a password which can be obtained by calling our customer service toll free number between normal working hours. Once your on-line account is set up you can place orders 24 hours a day, 7 days a week!
- NEW ON-LINE REPORTING can be made available to customers that would like to check on account status, view invoices and payments, as well as view shipments. Ticket detail will usually be available the day following the ticket date. Invoices will be available real time as we generate them, and payments will be available as we apply them to your account. The *new* website for on-line reporting is located at <a href="https://www.arsnetaccess.com/login.asp">https://www.arsnetaccess.com/login.asp</a> (use the login menu option). The user ID and password are different from that of the ordering website and can be obtained by calling our customer service toll free number.
- <u>PHONE\_ORDERS</u> for bulk salt may be placed by calling our toll-free number (888) 762-7258. Please have your customer number ready when you call (see below). Our customer service representatives will be happy to assist you. Orders may also be faxed to (585) 243-7676 or e-mailed to customerservice@americanrocksalt.com.
- NORMAL BUSINESS HOURS for customer service are Monday Friday, 7:30 a.m. 4:30 p.m. We can also be reached by email at <u>customerservice@americanrocksalt.com</u>.
- MAILING ADDRESS:

American Rock Salt Co., LLC P. O. Box 190 Mt. Morris, NY 14510

 REMITTANCE ADDRESS: American Rock Salt Co., LLC Box 536188 Pittsburgh, PA 15253-5903

We appreciate your business and look forward to serving your needs during the 2018-2019 winter season!

#### **SPECIFICATIONS**

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

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

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

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

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

#### 3. GENERAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

75 times \$45.00 equals \$3,375.00

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

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

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

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

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

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for Sodium Chloride for all WVDOH delivery/storage location sites.
  - A Contract shall be awarded to the Vendor(s) that provide Sodium Chloride meeting the required specifications for those <u>counties for which their bid is low</u> per Pricing Pages, Exhibit A.
  - A Contract shall be awarded to any Vendor that submits a bid price per Pricing Page, Exhibit B for pickup by WVDOH forces from the Vendors' storage site. Pickup by WVDOH forces shall only be used by the WVDOH due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

#### 4.2 Pricing Pages:

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

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

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

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

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

**4.3** An information spreadsheet is attached (**Attachment\_1**) providing WVDOH Delivery/Storage Location Site information to the Vendors with on-site contact information and billing information. This spreadsheet may be updated by the WVDOH at any time during the term of this contract.

#### 5. ORDERING AND PAYMENT:

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief

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

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

#### 6. DELIVERY, GUARANTEE AND RETURN:

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

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

- When a Delivery Order is issued to an awarded Vendor from the inception date of the contract through September 30, 2018, <u>a delivery date of ten (10)</u> working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.
- When a Delivery Order is issued to an awarded Vendor, from October 1. <u>2018 through March 15, 2019, a delivery date of four (4) working days</u> shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

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

however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order. Original delivery tickets for each delivered load to the WVDOH delivery/storage location sites must be signed and retained by a WVDOH representative at the delivery/storage location site.

- 6.2 Delivery Guarantee: The WVDOH guarantees acceptance of 80% of the total estimated quantity awarded to a Vendor. The Vendor shall guarantee delivery, as requested by the WVDOH. of 120% of the total estimated quantity award to a Vendor. All guaranteed Delivery Orders shall be issued to the awarded Vendor no later than June 30, 2019. All guaranteed deliveries shall be completed prior to June 30, 2019 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.
  - **NOTE:** Any submitted maximum volume limit or cap from a Vendor other than what is guaranteed in the previous paragraph could result in the Vendor's bid not meeting the requirements of Section 6.2 and may result in the Vendor's bid being disqualified.

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

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

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

If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2018 through March 15, 2019 and an alternative delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order and proceed to obtain the required quantity of Sodium Chloride from an alternative economical source.

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

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

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

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

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

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

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

WVDOH denial of receipt. If return by the Vendor is not immediate, the Vendor shall permit the Agency to arrange for the return and the Vendor shall reimburse the Agency for the delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. PICKUP OPTION: Due to unforeseen circumstances, when delivery by the Vendor is not feasible to meet an immediate need, the WVDOH Forces may pick up Sodium Chloride from a Vendor's storage site(s). There is no typical size or average quantity for pickup. Contact with the Vendor shall be pursued by the WVDOH prior to issuance of a Delivery Order.
  - 7.1 Loading: Vendor shall include the cost of the Vendor loading the WVDOH truck in its bid price and it is not permitted to charge the Agency separately for any loading costs.
- 8. VENDOR PERFORMANCE: Regarding the material requirement of Section 3.2 and the specific delivery requirements of Section 6, but not limited to, the Vendors shall be fully aware that the WVDOH shall report all negative incidents of vendor performance to the WV Purchasing Division. The WVDOH shall report such incidents on a Vendor Performance Report which shall provide a tracking mechanism on the performance of the Vendor or of its product.

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

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

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

#### 9. VENDOR DEFAULT:

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

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

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

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

9.1.4 Failure to remedy deficient performance upon request.

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

#### **10. MISCELLANEOUS:**

- **10.1** No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **10.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its

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

- 10.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Jamie A. McClain
<b>Telephone Number:</b>	(888) 762-7258
Fax Number:(58	5) 243-7676
Email Address: <u>cu</u>	stomerservice@americanrocksalt.com

### WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 1 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

	Delivery/Storage	Delivery/Storage Location Site			
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Boone	Clinton @ WV85	WV 85 above Van	203 DOH Garage Road	Keither Baisden	304-369-7808
		Wharton, WV 25208	Danville, WV 25053		keither.r.baisden@wv.gov
Boone	Rock Creek	203 DOH Garage Road	203 DOH Garage Road	Keither Baisden	304-369-7808
		Danville, WV 25053	Danville, WV 25053		keither.r.baisden@wv.gov
Boone	Seth	9288 Coal River Road	203 DOH Garage Road	Keither Baisden	304-369-7808
		Seth, WV 25181	Danville, WV 25053		keither.r.baisden@wv.gov
Clay	Widen Road & CR 11	4476 Triplett Ridge Road	4476 Triplett Ridge Road	Terry Legg	304-587-4241
		Clay, WV 25043	Clay, WV 25043		terry.a.legg@wv.gov
Clay	Maysel	Route 4	4476 Triplett Ridge Road	Terry Legg	304-587-4241
		Maysel, WV 25133	Clay, WV 25043		terry.a.legg@wv.gov
Kanawha	Chelyan	14987 MacCorkle Avenue	1340 Smith Street	Robert Atkins	304-595-1313
		Cabin Creek, WV 25035	Charleston, WV 25301		robert.atkins@wv.gov
Калаwha	Elkview	115 Frame Road	115 Frame Road	Gwynne Dillard	304-965-2860
		Elkview, WV 25071	Elkview, WV 25071		gwynne.l.dillard@wv.gov
Kanawha	North Charleston	2800 W. Washington	2800 W. Washington	Mike Welch	304-744-3050
		Charleston, WV 25387	Charleston, WV 25387		michael.t.welch@wv.gov
Kanawha	St. Albans	2334 MacCorkle Avenue	2334 MacCorkle Avenue	Randy Hammond	304-722-0600
		St Albans, WV 25177	St. Albans, WV 25177		randy.d.hammond@wv.gov
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Avenue	2266 Pennsylvania Avenue	Andy Estep	304-342-2520
		Charleston, WV 25302	Charleston, WV 25302		andy.l.estep@wv.gov
Kanawha	I-77 @ Sissonville	36 Allen Fork Road	36 Allen Fork Road	Russ Hoover	304-988-3241
		Sissonville, WV 25320	Sissonville, WV 25320		russell.d.hoover@wv.gov
Kanawha	I-79 @ Amma	3134 Amma Road	3134 Amma Road	Kenny Miller	304-565-9801
		Amma, WV 25005	Amma, WV 25005		kenny.a.miller@wv.gov
Kanawha	Corridor G @ Alum Creek	401 Champion Drive	401 Champion Drive	Jackie Blankenship	304-756-3634
		South Charleston, WV 25309	South Charleston, WV 25309		jackie.p.blankenship@wv.gov
Mason	Glenwood	WV Route 2	225 Fairground Road	Ernie Watterson	304-675-0853
		Glenwood, WV 25520	Point Pleasant, WV 25550		ernie.p.watterson@wv.gov
Mason	Pt. Pleasant	225 Fairground Road	225 Fairground Road	Ernie Watterson	304-675-0853
		Point Pleasant, WV 25550	Point Pleasant, WV 25550		ernie.p.watterson@wv.gov
Putnam	Red House	Route 62 Box 2	3526 Teays Valley Road	Mike Aronhalt	304-586-2023
		Red House, WV 25168	Hurricane, WV 25526		michael.l.aronhalt@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road	3256 Teays Valley Road	Mike Aronhalt	304-586-2023
		Hurricane, WV 25526	Hurricane, WV 25526		michael.l.aronhalt@wv.gov
Putnam	I-64 @ Scary Creek	704 Winfield Road	704 Winfield Road	Rick Hazlewood	304-759-0713
		St. Albans, WV 25177	St. Albans, WV 25177		rick.e.hazlewood@wv.gov
Putnam	US 35 Frazier's Bottom	US 35 Lat 38 34' 39.71"N	704 Winfield Road	Raine Beller	304-759-0713
		Longitude 82 00' 54.58" W	St. Albans, WV 25177		raine.o.beller@wv.gov

DISTRICT 2	Delivery: F.O.B. WVDOH Delivery/Storage Location Site					
	Delivery/Storage	Delivery/Storage Location Site				
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East	P.O. Box 880	Candis Adkins	304-736-3111	candis.d.adkins@wv.gov
		Barboursville, WV 25504	Huntington, WV 25712	Brian Conrad	304-528-5459	brian.conrad@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road	P.O. Box 880	Bobby Smith	304-528-5669	bobby.g.smith@wv.gov
		Huntington, WV 25704	Huntington, WV 25712	Ronald Bowen	304-528-5669	ronald.l.bowen@wv.gov
Lincoln	West Hamlin	7338 State Route 10	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov
		West Hamlin, WV 25571	Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Lincoln	Yawkey	WV State Route 3	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov
		Yawkey, WV 25573	Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Lincoln	Harts	McClellan Highway	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov
		Harts, WV 25524	Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road	P.O. Box 880	Elizabeth Spry	304-528-5684	elizabeth.a.spry@wv.gov
•		Chapmanville, WV 25508	Huntington, WV 25712	Enoch Workman	304-792-7030	enoch.f.workman@wv.gov
Logan	Wilkinson	127 Springfield Road	P.O. Box 880	Elizabeth Spry	304-792-7035	elizabeth.a.spry@wv.gov
-		Wilkinson, WV 25653	Huntington, WV 25712	Enoch Workman	304-528-5684	enoch.f.workman@wv.gov
Logan	Man	4801 Buffalo Creek Road	P.O. Box 880	Elizabeth Spry	304-792-7035	elizabeth.a.spry@wv.gov
÷		Amherstdale, WV 25607	Huntington, WV 25712	Enoch Workman	304-583-2188	enoch.f.workman@wv.gov
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road	P.O. Box 880	Steve Mullins	304-528-5682	steven.w.mullins@wv.gov
0	Building #03011	Williamson, WV 25661	Huntington, WV 25712	Justin Pinson	304-235-6060	justin.pinson@wv.gov
Mingo	Mingo County @Miller's Creek	1 Highway Garage Road	P.O. Box 880	Tenna Brinager	304-235-6003	tenna.c.brinager@wv.gov
	Building #03025	Williamson, WV 25661	Huntington, WV 25712	John Marcum	304-528-5682	john.h.marcum@wv.gov
Mingo	Gilbert	US 52	P.O. Box 880	Tenna Brinager	304-235-6003	tenna.c.brinager@wv.gov
<b>y</b> -		Gilbert, WV 25621	Huntington, WV 25712	John Marcum	304-528-5682	john.h.marcum@wv.gov
Wayne	Pritchard	1249 Prichard Road	P.O. Box 880	Kimberly Conway	304-528-5681	kimberly.j.conway@wv.gov
		Prichard, WV 25555	Huntington, WV 25712	Glenn Matthews	304-486-5010	glenn.a.matthews@wv.gov
Wayne	Wayne	326 Third Street	P.O. Box 880	Kimberly Conway	304-528-5681	kimberly.j.conway@wv.gov
3		Wayne, WV 25571	Huntington, WV 25712	Glenn Matthews	304-486-5010	glenn.a.matthews@wv.gov
Wayne	Crum	20351 Tolsia Highway	P.O. Box 880	Kimberly Conway	304-528-5681	kimberly.j.conway@wv.gov
		Crum, WV 25669	Huntington, WV 25712	Glenn Matthews	304-486-5010	glenn.a.matthews@wv.gov

DISTRICT 3	Delivery: F.O.B. WVDOH Delive	WVDOR DELIVER1	STORAGE LOCATION SITE A	DURESSES AND CONT	ACTINFORMATION		
	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Addres		
Calhoun	Millstone	7619 S. Calhoun Highway	624 Depot Street	Chris Carter	304-420-4710		
		Millstone, WV 25261	Parkersburg, WV 26101		chris.l.carter@wv.gov		
Jackson	Ripley	946 Claylick Road	624 Depot Street	Scott Whited	304-372-7857		
		Ripley, WV 25271	Parkersburg, WV 26101		scott.r.whited@wv.gov		
Jackson	I-77 @ Medina	2600 Medina Road	624 Depot Street	Dale Smith	304-420-4610		
		Ravenswood, WV 26164	Parkersburg, WV 26101		dale.g.smith@wv.gov		
Pleasants	Belmont	WV Route 2	624 Depot Street	Amanda Nichols	304-420-4705		
		Belmont, WV 26134	Parkersburg, WV 26101		amanda.l.nichols@wv.gov		
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road	624 Depot Street	Joshua Cline	304-659-3027		
		Pennsboro, WV 26415	Parkersburg, WV 26101		john.m.barberio@wv.gov		
Ritchie	Ellenboro	731 Ellenboro Road	624 Depot Street	Sandy Armentrout	304-420-4706		
		Harrisville, WV 26362	Parkersburg, WV 26101		sandy.j.armentrout@wv.gov		
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50	624 Depot Street	Kevin Reynolds	304-420-4703		
		Cairo, WV 26337	Parkersburg, WV 26101		kevin.c.reynolds@wv.gov		
Ritchie	Smithville	#18 Main Street	624 Depot Street	Sandy Armentrout	304-420-4706		
		Smithville, WV 26178	Parkersburg, WV 26101		sandy.j.armentrout@wv.gov		
Roane	Lefthand @ WV 36	9734 Clay Road	624 Depot Street	Maridith Parker	304-927-0962		
		Left Hand, WV 25251	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Roane	Ambler Ridge @ US 119	US 119 @ Ambler Ridge	624 Depot Street	Maridith Parker	304-927-0962		
		Walton, WV 25286	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Roane	Spencer	269 Charleston Road	624 Depot Street	Maridith Parker	304-927-0962		
		Spencer, WV 25276	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Nirt	Elizabeth	610 Schoolview Street	624 Depot Street	Chasity Stephens	304-420-4707		
	8	Elizabeth, WV 26143	Parkersburg, WV 26101		chasity.r.stephens@wv.gov		
Nood	Parkersburg @ Rt. 95S	905 Lubeck Avenue	624 Depot Street	Tammy McCauley	304-420-4700		
		Parkersburg, WV 26101	Parkersburg, WV 26101		tammy.m.mccauley@wv.gov		
Nood	I-77 @ Parkersburg	1758 Mill Run Road	624 Depot Street	Kevin Reynolds	304-420-4703		
		Parkersburg, WV 26101	Parkersburg, WV 26101		kevin.c.reynolds@wv.gov		
Wood	Corridor D @ Riverhill	253 @ River Hill Road	624 Depot Street	Kevin Reynolds	304-420-4703		
		Washington, WV 26181	Parkersburg, WV 26101		kevin.c.reynolds@wv.gov		

#### WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION Delivery: F.O.B. WVDOH Delivery/Storage Location Site

	Delivery/Storage	Storage Location Site Delivery/Storage Location Site						
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address		
Doddridge	Smithburg	Old Route 50	P. O. Box 4220	Dave Alexander	304-627-2412	david.p.alexander@wv.gov		
-	-	Smithburg, WV 26456	Clarksburg, WV 26302	Tonya Gum	304-627-2412	tonya.l.gum@wv.gov		
Harrison	Gore	Route 20	P. O. Box 4220		304-627-2140	<u>ionyagun@nt.got</u>		
		Gore, WV 26301	Clarksburg, WV 26302	Wayne Marrs	304-627-2140	lewis.w.marrs@wv.gov		
Harrison	Saltwell	Exit 125 off I-79, North of	P. O. Box 4220	Bob Suan	304-627-2411	bob.g.suan@wv.gov		
		Clarksburg, WV 26301	Clarksburg, WV 26302	Cole Williams	304-627-2411	cole.s.williams@wv.gov		
Harrison	I-79 @ Lost Creek	Exit 110 off I-79	P. O. Box 4220	Bob Suan	304-627-2411	bob.g.suan@wv.gov		
		Lost Creek, WV 26385	Clarksburg, WV 26302	Cole Williams	304-627-2411	cole.s.williams@wv.gov		
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Route 50/7	P. O. Box 4220	Cliff Fulton	304-627-2410	clifford.w.fulton@wv.gov		
		Tunnel Hill, WV 26426	Clarksburg, WV 26302	Robbie Wilmoth	304-627-2410	robert.a.wilmoth@wv.gov		
Marion	Fairmont	916 Country Club Road	P. O. Box 4220	Jeff Pethtel	304-367-2730	jeff.l.pethtel@wv.gov		
		Fairmont, WV 26554	Clarksburg, WV 26302	Lois Nunan	304-367-2730	lois.j.nunan@wv.gov		
Marion	Mannington	US Route 250	P. O. Box 4220	Don Luzadder	304-986-2600	donałd.e.luzadder@wv.gov		
		Mannington, WV 26582	Clarksburg, WV 26302	Lois Nunan	304-367-2730	lois.j.nunan@wv.gov		
Monongalia	I-79 @ Goshen Road	Exit 146 off 1-79	P. O. Box 4220	Ron Cumpston	304-285-3145	ronald.e.cumpston@wv.gov		
		Goshen Road, WV 26508	Clarksburg, WV 26302	Donald Bragg	304-692-6364	donald.l.bragg@wv.gov		
Monongalia	Ridgedale	1510 Grafton Road	P. O. Box 4220	Michelle Carroll	304-285-3207	michelle.g.carroll@wv.gov		
		Morgantown, WV 26508	Clarksburg, WV 26302	Laura Vincent	304-285-3207	laura.m.vincent@wv.gov		
Monongalia	Pentress	WV Route 7	P. O. Box 4220	Jim Compton	304-879-5275	leroy. compton@wv.gov		
		Pentress, WV 26544	Clarksburg, WV 26302	Michelle Carroll	304-285-3207	michelle.g.carroll@wv.gov		
Preston	Bruceton Mills	WV Route 26 South of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov		
		Bruceton Mills, WV 26525	Clarksburg, WV 26302					
Preston	Albright	216 St. Joe Road	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov		
		Albright, WV 26519	Clarksburg, WV 26302	Margie Waybright	304-329-0192	margorie.a.waybright@wv.gov		
Preston	Terra Alta	WV Route 7 East of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov		
		Terra Alta, WV 26764	Clarksburg, WV 26302	-				
Preston	Fellowsville	US Route 50 East of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov		
		Fellowsville, WV 26444	Clarksburg, WV 26302					
Preston	Aurora	US Route 50 West of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov		
		Aurora, WV 26705	Clarksburg, WV 26302					
Preston	I-68 @ Cooper's Rock	Exit 15 off I-68	P. O. Box 4220	Tina Bragg	304-285-3206	tina.m.bragg@wv.gov		
		Coopers Rock, WV 26525	Clarksburg, WV 26302	Richard Coddingtor	304-285-3206	richard.l.coddington@wv.gov		
Taylor	Fetterman/Prunytown	US 250 East of	P. O. Box 4220	John Corio	304-265-6110	john r.corio@wv.gov		
		Pruntytown, WV 26354	Clarksburg, WV 26302	Lisa Altman	304-265-6110	lisa.I.altman@wv.gov		

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

			YISTORAGE LOCATION SITE A	JURESSES AND CON	TACTINFORMATION		
DISTRICT 5	Delivery: F.O.B. WVDOH Delivery/	Storage Location Site					
	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Addres		
Berkeley	I-81 @ Martinsburg - 0571 Storage Bldg	1867 Rock Cliff Drive	1867 Rock Cliff Drive	Glenn Oden	304-267-0085		
		Martinsburg, WV 25401	Martinsburg, WV_25401		merle.g.oden@wv.gov		
Berkeley	1867 Rock Cliff Drive - 0502 Storage Bldg	1867 Rock Cliff Drive	1867 Rock Cliff Drive	Nancy Minnick	304-267-0060		
		Martinsburg, WV 25401	Martinsburg, WV 25401		nancy.e.minnick@wv.gov		
Berkeley	I-81 @ Exit 8	Behind Park n Ride	1867 Rock Cliff Drive	Glenn Oden	304-267-0085		
		Exit 8 South Bound 25401	Martinsburg, WV 25401		merle.g.oden@wv.gov		
Grant	Petersburg	H.C. 59, Box 245 (Route 28)	H.C. 59, Box 245	Glenna Lott	304-257-4455		
		Petersburg, WV 26847	Petersburg, WV 26847		glenna.d.lott@wv.gov		
Grant	Mt. Storm	Corner of WV 42 & Route 50	H.C. 59, Box 245	Glenna Lott	304-257-4455		
		Mt. Storm, WV 26739	Petersburg, WV 26847		glenna.d.lott@wv.gov		
Grant	Corridor H @ Knobley Road	US Route 48 (off of Corridor H)	2104 State Route 55	Donna Eye	304-434-2525		
		Maysville, WV 26833	Moorefield, WV 26836		donna.k.eye@wv.gov		
Hampshire	Romney	H. C. 64, Box 232 (Jersey Mtn. Road)	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Romney, WV 26757	Romney, WV 26847	1	lynette.l.kesner@wv.gov		
Hampshire	Capon Bridge	Route 50	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Capon Bridge, WV 26711	Romney, WV 26847		lynette.l.kesner@wv.gov		
Hampshire	Slanesville	Route 29	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Slanesville, WV 25444	Romney, WV 26847		lynette.l.kesner@wv.gov		
Hardy	Moorefield	2104 State Route 55	2104 State Route 55	Donna Eye	304-434-2525		
2		Moorefield, WV 26836	Moorefield, WV 26836		donna.k.eye@wv.gov		
Hardy	Baker	County Route 29	2104 State Route 55	Donna Eye	304-434-2525		
•		Baker, WV 26801	Moorefield, WV 26836		donna.k.eye@wv.gov		
Jefferson	Charles Town - 0519 Storage Bldg	1301 Leetown Pike	1301 Leetown Pike	Nathan Ware	304-725-5821		
	5 5	Kearneysville, WV 25430	Kearneysville, WV 25430		nathan.b.ware@wv.gov		
Jefferson	Charles Town - New Shed - 0564	1301 Leetown Pike	1301 Leetown Pike	Kevin Dodson	304-725-5821		
	Storage Bldg	(on same lot as above)	Kearneysville, WV 25430		kevin.m.dodson@wv.gov		
Vineral	New Creek	HC 72, Box 72AA (US Route 50)	H.C. 72, Box 72AA	Jessica Paugh	304-788-1221		
		New Creek, WV 26743	New Creek, WV 26743		jessica.l.paugh@wv.gov		
Mineral	Sky Line (Elk Garden)	Route 42	H.C. 72, Box 72AA	Jessica Paugh	304-788-1221		
		Elk Garden, WV 26717	New Creek, WV 26743		jessica.l.paugh@wv.gov		
Vineral	Short Gap	Route 28	H.C. 72, Box 72AA	Jessica Paugh	304-788-1221		
		Ridgeley, WV 26753	New Creek, WV 26743	g	jessica.l.paugh@wv.gov		
Mineral	District Headquarters (Burlington)	US Route 50	P.O. Box 99	Jim Wolford	304-289-2261		
	, , , , , , , , , , , , , , , , , , , ,	Burlington, WV 26710	Burlington, WV 26710		jim.d.wolford@wv.gov		
Morgan	Berkeley Springs	166 DOH Lane (off of US 522)	166 DOH Lane	Rodney Crowell	304-258-2578		
-		Berkeley Springs, WV 25411	Berkeley Springs, WV 25411		rodney.b.crowell@wv.gov		
Morgan	Largent	Route 9	166 DOH Lane	Rodney Crowell	304-258-2578		
	-	Great Cacapon, WV 25422	Berkeley Springs, WV 25411		rodney.b.crowell@wv.gov		

Sodium Chloride Date

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DISTRICT 6		
DIGHNOLU	Delivery: F.O.B. WVDOH Delivery/Storage Location	Sile
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	Delivery/Storage		Delivery/Storage L	ocation Site	
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Addres
Brooke	Wellsburg	WV Route 2, Box 615	WV Route 2, Box 615	Beth Green	304-238-1199
Brooks		Wellsburg, WV 26070	Wellsburg, WV		beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road	WV Route 2, Box 615	Beth Green	304-238-1199
Useest		Weirton, WV 26062	Wellsburg, WV 26070		beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd	1936 Veterans Blvd	Jamison Haspel	304-238-1200
A 1- 11		New Cumberland, WV 26047	New Cumberland, WV		jamison.a.haspel@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue	100 Wheeling Avenue	Mandy Truex	304-843-4055
		Glen Dale, WV 26038	Glen Dale, WV	,	mandy.l.truex@wv.gov
Marshall	Cameron	33 Courtright Lane	100 Wheeling Avenue	Mandy Truex	304-843-4055
N 4		Cameron, WV 26033	Glen Dale, WV 26038	,	mandy.l.truex@wv.gov
Marshall	Sand Hill	RD 4, Box 269A	100 Wheeling Avenue	Mandy Truex	304-843-4055
	1	Cameron, WV 26033	Glen Dale, WV 26038		mandy.l.truex@wv.gov
Marshall	Lynn Camp	438 Richmond Lane	100 Wheeling Avenue	Mandy Truex	304-843-4055
		Glen Easton, WV 26039	Glen Dale, WV 26038	,	mandy.l.truex@wv.gov
Ohio	Triadelphia	3870 National Road	3870 National Road	Bob Whiting	304-238-1202
01		Triadelphia, WV 26059	Triadelphia, WV	j	c.bob.whiting@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road	566 Woodland Acres Road	Dave Millhouse	304-238-1065
		Wheeling, WV 26003	Wheeling, WV 26003		david.a.millhouse@wv.gov
yler	Sistersville	730 Tyler Highway	2566 Tyler Highway	Thelma Deaton	304-843-4057
		Sistersville, WV 26175	Sistersville, WV		thelma.f.deaton@wv.gov
fyler	Centerville	4901 Middle Island Road	730 Tyler Highway	Thelma Deaton	304-843-4057
		Alma, WV 26320	Sistersville, WV		thelma.f.deaton@wv.gov
Vetzel	New Martinsville	N. State Route 2, Box 641	N. State Route 2, Box 641	Donna Palmer	304-843-4058
		New Martinsville, WV 26155	New Martinsville, WV	· · · · · · · · · · · · · · · · · · ·	donna.l.palmer@wv.gov
Vetzel	Pine Grove	WV 20, MP 17.14	N. State Route 2, Box 641	Donna Palmer	304-843-4058
		Pine Grove, WV 26419	New Martinsville, WV		donna.l.palmer@wv.gov
Vetzel	Hundred	US 250, MP3.00	N. State Route 2, Box 641	Donna Palmer	304-843-4058
		Hundred, WV 26575	New Martinsville, WV		donna.l.palmer@wv.gov

## WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 7 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

<b>a</b> .	Delivery/Storage		Delivery/Storage	Location Site	· · · · · · · · · · · · · · · · · · ·
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Addres
Barbour	Phillipi	1439 Mansfield Drive	P. O. Box 1228	Delphia Shrader	304-457-1597
		Philippi, WV 26416	Weston, WV 26452		delphia.l.shrader@wv.gov
Barbour	Belington	248 Dunham Cut Road	P. O. Box 1228	Delphia Shrader	304-457-1597
		Belington, WV 26250	Weston, WV 26452		delphia.l.shrader@wv.gov
Braxton	Gassaway	1001 State Street	P. O. Box 1228	Debra Quinn	304-364-5238
		Gassaway, WV 26624	Weston, WV 26452		debra.l.quinn@wv.gov
Braxton	Heaters	5206 Gauley Turnpike	P. O. Box 1228	Debra Quinn	304-364-5238
		Heaters, WV 26627	Weston, WV 26452		debra.l.quinn@wv.gov
Braxton	I-79 @ Coon Knob	80 Coon Knob, DOH Road	P. O. Box 1228	Charles Armstead	304-364-8440
		Sutton, WV 26601	Weston, WV 26452		charles.g.armstead@wv.gov
Braxton	I-79 @ Burnsville	888 Burnsville Road	P. O. Box 1228	Roger Balser	304-853-2454
		Burnsville, WV 26335	Weston, WV 26452		roger.l.balser@wv.gov
Gilmer	Glenville	3531 US 33, East	P. O. Box 1228	Cathy Shackleford	304-462-7325
		Glenville, WV 26351	Weston, WV 26452	,	cathy.a.shackleford@wv.gov
Lewis	Weston (Ben Dale)	937 US 19, South	P. O. Box 1228	Monica Rogers	304-269-0470
		Weston, WV 26452	Weston, WV 26452	Ĭ	monica.m.rogers@wv.gov
Lewis	Corridor H @ Mudlick	309 Mudlick Road	P. O. Box 1228	Roger Sisk	304-473-4304
		Weston, WV 26452	Weston, WV 26452		roger.l.sisk@wv.gov
Jpshur	Clow Lot @ Buckhannon	493 Mudlick Road	P. O. Box 1228	Aleece Williams	304-473-4225
		Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov
Jpshur	Tennerton	646 Route 20, South	P. O. Box 1228	Aleece Williams	304-473-4225
		Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov
Jpshur	Kanawha Head	18022 Route 20, South	P. O. Box 1228	Aleece Williams	304-473-4225
		Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov
Vebster	Cherry Falls	808 Point Mountain Road	P. O. Box 1228	Theresa Gibson	304-847-2114
		Webster Springs, WV 26288	Weston, WV 26452		theresa.j.gibson@wv.gov
Vebster	Cowen	6402 Webster Road	P. O. Box 1228	Theresa Gibson	304-847-2114
		Cowen, WV 26206	Weston, WV 26452		theresa.j.gibson@wv.gov
Vebster	Hacker Valley	56 Pickens Grade Road	P. O. Box 1228	Theresa Gibson	304-847-2114
		Hacker Valley WV 26222	Weston, WV 26452		theresa.j.gibson@wv.gov

DISTRICT 8	Delivery: F.O.B. WVDOH Delivery/	Storage Location Site	Y/STORAGE LOCATION SITE	ADDRESSES AND CONT	ACTINFORMATION		
	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address		
Pendleton	Franklin, 220 North	3153 Petersburg Pike	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 220N, Franklin, WV 26807	Elkins, WV 26241		dywayne.h.stout@wv.gov		
Pendleton	Judy Gap	12795 Mountaineer Drive	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 33, Riverton, WV 26814	Elkins, WV		dywayne.h.stout@wv.gov		
Pendleton	Brandywine	12211 Blue Gray Trail	P. O. Box 1516	Dywayne Stout	304-358-2215		
		CR 21, Brandywine, WV 26802	Elkins, WV		dywayne.h.stout@wv.gov		
Pendleton	Onego	3354 Allegheny Drive	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 33, Seneca Rocks, WV 26884	Elkins, WV		dywayne.h.stout@wv.gov		
Pendleton	Franklin, 220 South	6591 Upper South Branch Road	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 220S, Franklin, WV 26807	Elkins, WV 26241		dywayne.h.stout@wv.gov		
Pocahontas	Marlinton	25 Brush Country Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
		US 219, Marlinton, WV 24954	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Seebert	863 Seebert Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
		CR 27, Seebert, WV 24946	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Greenbank	4757 Potomac Highlands Trail	P. O. Box 1516	Josh Dilley	304-799-4867		
		WV 28, Green Bank, WV 24944	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Bartow (Thornwood)	156 Thornwood Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
	2.57	WV 28, Bartow, WV 24920	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Snowshoe	24 Shavers Lake Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
		CR 9/3, Snowshoe, WV 26209	Elkins, WV 26241	1	joshua.I.dilley@wv.gov		
ocahontas	Slaty Fork	35807 Seneca Trail	P. O. Box 1516	Josh Dilley	304-799-4867		
		US 219, Slaty Fork, WV 26291	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Randolph	Elkins	76 Country Club Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
		CR 219/11, Elkins, WV 26241	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Harman	22445 Allegheny Highway	P. O. Box 1516	Raymond Yeager	304-637-0266		
·		US 33, Harman, WV 26270	Elkins, WV 26241	,	raymond.w.yeager@wv.gov		
Randolph	Coalton	2453 Coalton-Pumpkintown Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
•		CR 53, Coalton, WV 26257	Elkins, WV 26241	, .,	raymond.w.yeager@wv.gov		
Randolph	Valley Head	245 Point Mountain Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
•		WV 15, Valley Head, WV 26294	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Mill Creek	9407 Seneca Trail	P. O. Box 1516	Raymond Yeager	304-637-0266		
·		US 219, Mill Creek, WV 26280	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Pickens	1019 Pickens Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
·		CR 45, Pickens, WV 26230	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Corridor H Lot @ Elkins	489 Leading Creek Rd	P. O. Box 1516	David Skidmore	304-637-0220		
·		US 219N, Elkins, WV 26241	Elkins, WV 26241		david.r.skidmore@wv.gov		
ucker	Parsons	9209 Seneca Trail	P. O. Box 1516	Dennis Roth	304-478-2304		
		US 219, Parsons, WV 26287	Elkins, WV 26241		dennis.k.roth@wv.gov		
ucker	Corridor H Lot @ Tucker Thomas - 0847	15933 Appalachian Highway	P. O. Box 1516	Dennis Roth	304-478-2304		
		WV 32, Thomas, WV 26292	Elkins, WV 26241		dennis.k.roth@wv.gov		
ucker	Corridor H Lot @ Thomas - 0883	15933 Appalachian Highway	P. O. Box 1516	Terry Simmons	304-463-4090		
		WV 32, Thomas, WV 26292	Elkins, WV 26241		terry.g.simmons@wv.gov		

DISTRICT 9	Delivery: F.O.B. WVDOH Delive	ry/Storage Location Site					
0	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address		
Fayette	Oak Hill	3121 Main Street, WV 16	146 Stonehouse Road	John Dixon	304-465-1832		
		Oak Hill, WV 25901	Lewisburg, 24901		john.c.dixonIII@wv.gov		
Fayette	Lookout	4064 Clifftop Road	146 Stonehouse Road	Chris Robinson	304-574-0373		
		Lookout, WV 25868	Lewisburg, 24901		john.c.dixonIII@wv.gov		
Fayette	Falls View	5727 Midland Trail	146 Stonehouse Road	Wayne Coen	304-779-2860		
		Charlton Heights, WV 25040	Lewisburg, 24901		eugene.coenjr@wv.gov		
Greenbrier	Lewisburg	700 N Jefferson Street, US 219	146 Stonehouse Road	Shaun Viers	304-647-7465		
		Lewisburg, WV 24901	Lewisburg, 24901		shaun.d.viers@wv.gov		
Greenbrier	Crawley	157 Midland Trail / West, US 60	146 Stonehouse Road	Rick Viers	304-392-6712		
		Crawley, WV 24931	Lewisburg, 24901		richard.a.viers@wv.gov		
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64	146 Stonehouse Road	Steve Hawkins	304-536-1472		
		Caldwell, WV 24925	Lewisburg, 24901		steven.j.hawkins@wv.gov		
Monroe	Union	875 Sweet Springs Valley Road	146 Stonehouse Road	Kenny Brewer	304-772-3037		
		Union, WV 24983	Lewisburg, 24901		kenneth.a.brewer@wv.gov		
Monroe	Peterstown	511 Ballard-Red Sulphur Parkway	146 Stonehouse Road	Elwin Dillon	304-753-9778		
		Peterstown, WV 24963	Lewisburg, 24901		kenneth.a.brewer@wv.gov		
Nicholas	Summersville	777 Turnpike Road, WV 39	146 Stonehouse Road	Charles Reel	304-872-0811		
		Summersville, WV 26651	Lewisburg, 24901		charles.j.reel@wv.gov		
Nicholas	Curtin	5498 Richwood Road	146 Stonehouse Road	Eddie Barlett	304-846-9501		
		Richwood, WV 26261	Lewisburg, 24901		charles.j.reel@wv.gov		
Nicholas	Corridor L @ Muddlety	50 State Garage Road, Muddlety	146 Stonehouse Road	Jeff O'Dell	304-872-0823		
		Summersville, WV 26651	Lewisburg, 24901		jeffrey.g.o'dell@wv.gov		
Summers	Hinton	20414 State Route 12	146 Stonehouse Road	James Hardy	304-466-2802		
		Hinton, WV 25951	Lewisburg, 24901		james.g.hardy@wv.gov		

DISTRICT 10	Delivery: F.O.B. WVDOH Deliver	y/Storage Location Site						
	Delivery/Storage	Delivery/Storage Location Site						
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address		
McDowell	Havaco	100 Headquarters Lane	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov		
		Havaco, WV 24801	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov		
McDowell	Yukon	383 Marshall Highway	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov		
		Yukon, WV 24892	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov		
McDowell	Johnnycake Mountain	72 Coal Heritage Rd	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov		
		Johnny Cake, WV 24844	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov		
McDowell	Raysel	N 37.3461 W 81.7791	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov		
		Raysel, WV 24879	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov		
Mercer	Princeton @ WV 20	454 New Hope Rd	270 Hardwood Lane	Jimmy owens	304-425-2782	jimmy.l.owens@wv.gov		
		Princeton, WV 24740	Princeton, WV 24740	Melissa D. Midkiff	304-425-2025	melissa.d.midkiff@wv.gov		
Mercer	Flat Top	21585 Beckley Road	270 Hardwood Lane	Jimmy owens	304-425-2782	jimmy.l.owens@wv.gov		
		Flat Top, WV 25841	Princeton, WV 24740	Melissa D. Midkiff	304-425-2025	melissa.d.midkiff@wv.gov		
Mercer	I-77 @ Princeton	320 Ambrose Lane	270 Hardwood Lane	Choskie Harmon	304-487-5280	choskie.a.harmon@wv.gov		
		Princeton, WV 24740	Princeton, WV 24740	Richard A. Cregger	304-487-5228	richard.a.cregger@wv.gov		
Raleigh	Skelton	379 Market Road	270 Hardwood Lane	Johnny Vass	304-256-6830	johnny.a.vass@wv.gov		
		Beckley, WV 25801	Princeton, WV 24740	Marcia McGrady	304-256-6746	marcia.d.mcgrady@wv.gov		
Raleigh	Bolt	2314 Bolt Road	270 Hardwood Lane	Johnny Vass	304-256-6830	johnny.a.vass@wv.gov		
		Bolt, WV 25817	Princeton, WV 24740	Marcia McGrady	304-256-6746	marcia.d.mcgrady@wv.gov		
				TJ Basham	304-256-6830	thurman.j.basham@wv.gov		
Raleigh	I-64 @ Bragg	200 Samaritan Drive	270 Hardwood Lane	Joe Adkins	304-763-5312	r.joe.adkins@wv.gov		
		Shady Spring, WV 25918	Princeton, WV 24740					
Nyoming	Pineville	1409 Bearhole Rd (WV 97)	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov		
		Pineville, WV 24874	Princeton, WV 24740	Eva England	304-732-7031	eva.m.england@wv.gov		
Nyoming	Still Run	9390 River Road	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov		
		Still Run, WV 25882	Princeton, WV 24740	Eva England	304-732-7031	eva.m.england@wv.gov		
				William Talbert	304-294-4123			
Vyoming	Hanover	2959 US 52	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov		
		Hanover, WV 24839	Princeton, WV 24740	Eva England	304-732-7031	eva.m.england@wv.gov		
	1			Todd Lester				