



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 582519

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000186827

SO Doc ID: DOT1900000127

Legal Name: EASTERN SALT COMPANY INC

Published Date: 6/19/19

Alias/DBA:

Close Date: 6/27/19

Total Bid: \$0.00

Close Time: 13:30

Response Date: 06/24/2019

Status: Closed

Response Time: 13:00

Solicitation Description: ADDENDUM 1 SODIUM CHLORIDE - ROADWAY SALT (6619C056)

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 582519

**Solicitation Description :** ADDENDUM 1 SODIUM CHLORIDE - ROADWAY SALT (6619C056)

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-06-27 13:30:00	SR 0803 ESR06241900000005978	1

VENDOR
000000186827 EASTERN SALT COMPANY INC

**Solicitation Number:** CRFQ 0803 DOT1900000127

**Total Bid :** \$0.00      **Response Date:** 2019-06-24      **Response Time:** 13:00:09

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SODIUM CHLORIDE - ROADWAY SALT	0.00000	TON	\$75.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

<b>Extended Description :</b>	SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES
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Purchasing Divison  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 582519

Doc Description: ADDENDUM 1 SODIUM CHLORIDE - ROADWAY SALT (6619C056)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-19	2019-06-27 13:30:00	CRFQ 0803 DOT1900000127	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Eastern Salt Company, Inc.  
 134 Middle Street, Suite 210  
 Lowell, MA 01852

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Shelagh E. Mahoney, President

Signature X

*Shelagh E. Mahoney*

FEIN # 04-3195218

DATE June 26, 2019

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR SODIUM CHLORIDE (ROADWAY SALT) PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE - ROADWAY SALT	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

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

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-06-17

**SOLICITATION NUMBER: CRFQ DOT1900000127**

**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains June 27, 2019 at 1:30 PM EST

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

**Terms and Conditions:**

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

# ATTACHMENT A



**Sodium Chloride – Roadway Salt**

**To answer vendor posed questions.**

Question #1: To confirm award is on a county basis not on a district basis?

Response #1: Refer to Section 4.1 of the solicitation specifications which states “A contract shall be awarded to the Vendor(s) that provide Sodium Chloride meeting the required specifications for those counties for which their bid is low per Pricing Pages, Exhibit A.”

Question #2: Will the Bid be made public with being submitted electronically?

Response #2: Yes. All bids are posted to the WV Purchasing Divisions website and can be found at [www.state.wv.us/admin/purchase/Bids](http://www.state.wv.us/admin/purchase/Bids). Typically bids are posted by the close of business on the date of bid opening, or the following morning

Question #3: What is the award time frame?

Response #3: Refer to section 1, under Purpose and Scope. “This contract shall become effective upon award and extends until June 30, 2020”. The original term of the contract will be less than one year. There is an option for two successive one-year renewals.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1900000127**

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

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

**Addendum Numbers Received:**

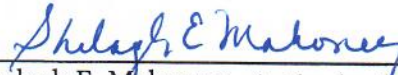
(Check the box next to each addendum received)

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

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

Eastern Salt Company, Inc.

Company



Shelagh E. Mahoney Authorized Signature  
President

June 26, 2019

Date

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

Revised 6/8/2012



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

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 582519

Doc Description: SODIUM CHLORIDE - ROADWAY SALT (6619C056)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-11	2019-06-27 13:30:00	CRFQ 0803 DOT1900000127	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Eastern Salt Company, Inc.  
 134 Middle Street, Suite 2018  
 Lowell, MA 01852  
 (978) 251-8553

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Shelagh E. Mahoney, President

Signature X *Shelagh E. Mahoney*

FEIN # 04-3195218

DATE June 26, 2019

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



**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR SODIUM CHLORIDE (ROADWAY SALT) PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE - ROADWAY SALT	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

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

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-06-17



DOT1900000127	<b>Document Phase</b> Final	<b>Document Description</b> SODIUM CHLORIDE - ROADWAY SALT (6619C056)	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 17, 2019 at 10:00 AM EST

Submit Questions to: Crystal G. Hustead

2019 Washington Street, East

Charleston, WV 25305

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

Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

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



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

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

**SEALED BID:**

BUYER: Crystal Hustead  
SOLICITATION NO.: CRFQ DOT1900000127  
BID OPENING DATE: June 27, 2019  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

Bid Opening Date and Time: June 27, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on award and extends for a period of June 30, 2020

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

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

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

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

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

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

**Other:** See attached.



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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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



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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*STATE OF WV MUST BE LISTED ON THE INSURANCE CERTIFICATE**
- \*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
STATE OF WV  
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305
- 
-

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

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

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



- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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



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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

Revised 01/24/2019



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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

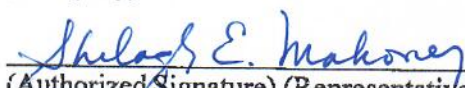


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

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

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

Eastern Salt Company, Inc.  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

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

June 26, 2019  
\_\_\_\_\_  
(Date)

(978) 251-8553/(978) 251-8244  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000127**  
**Sodium Chloride - Roadway Salt (DOT6619C056)**

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**SPECIFICATIONS**

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

This contract shall become effective upon award and extends until June 30, 2020; 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: [www.astm.org](http://www.astm.org).
- 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.



**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000127**  
**Sodium Chloride - Roadway Salt (DOT6619C056)**

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- 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 Supplemental Latest Edition) 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

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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:



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

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**4.2 Pricing Pages:**

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

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

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

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

**5. ORDERING AND PAYMENT:**

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



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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, 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.
- When a Delivery Order is issued to an awarded Vendor, from October 1, 2019 through March 15, 2020, a delivery date of four (4) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

- When a Delivery Order is issued to an awarded Vendor, from March 16, 2020 through June 30, 2020, 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

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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, 2020. All guaranteed deliveries shall be completed prior to June 30, 2020 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.

**Conditions may dictate adjustment of the actual quantities delivered to specified delivery/storage location sites which have been awarded to a Vendor.** 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:** If 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:** The Agency placing a Delivery Order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

**Delay in delivery may be subject to liquidated damages to be paid by the Vendor. The below link details how liquidated damages will be assessed**  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2019 through March 15, 2020 and an alternative



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delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order and proceed to obtain the required quantity of Sodium Chloride from an alternative economical source.

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

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

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

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

**6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's Delivery/Storage location site. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders 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



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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.



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**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.

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- 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.

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



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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	<b>Total Estimated Quantity for County</b>	<b>3,000</b>		<b>No Bid</b>
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	<b>Total Estimated Quantity for County</b>	<b>1,450</b>		<b>No Bid</b>
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	<b>Total Estimated Quantity for County</b>	<b>10,450</b>		<b>No Bid</b>
Mason	Glenwood			
Mason	Pt. Pleasant	1,000		
Mason	<b>Total Estimated Quantity for County</b>	<b>1,000</b>		<b>No Bid</b>
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	<b>Total Estimated Quantity for County</b>	<b>4,000</b>		<b>No Bid</b>
Estimated Total per District		<b>19,900</b>		<b>No Bid</b>

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.



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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.



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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	4,200		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>4,200</b>		<b>No Bid</b>
Jackson	Ripley	2,200		
Jackson	I-77 @ Medina	1,200		
Jackson	<b>Total Estimated Quantity for County</b>	<b>3,400</b>		<b>No Bid</b>
Pleasants	Belmont	1,300		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>1,300</b>		<b>No Bid</b>
Ritchie	APD Pennsboro	1,900		
Ritchie	Ellenboro	2,400		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	400		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>5,100</b>		<b>No Bid</b>
Roane	Lefthand @ WV 36	100		
Roane	Ambler Ridge @ US 119	100		
Roane	Spencer	1,400		
Roane	<b>Total Estimated Quantity for County</b>	<b>1,600</b>		<b>No Bid</b>
Wirt	Elizabeth	1,600		
Wirt	<b>Total Estimated Quantity for County</b>	<b>1,600</b>		<b>No Bid</b>
Wood	Parkersburg @ Rt. 95S	4,500		
Wood	I-77 @ Parkersburg	1,000		
Wood	Corridor D @ Riverhill	700		
Wood	<b>Total Estimated Quantity for County</b>	<b>6,200</b>		<b>No Bid</b>
<b>Estimated Total per District</b>		<b>23,400</b>		<b>No Bid</b>

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.



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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	<b>Total Estimated Quantity for County</b>	<b>1,500</b>		<b>No Bid</b>
Harrison	Gore	4,500		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	<b>Total Estimated Quantity for County</b>	<b>8,900</b>		<b>No Bid</b>
Marion	Fairmont	1,200		
Marion	Mannington	750		
Marion	<b>Total Estimated Quantity for County</b>	<b>1,950</b>		<b>No Bid</b>
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>7,900</b>		<b>No Bid</b>
Preston	Bruceton Mills	3,500		
Preston	Albright	1,800		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	<b>Total Estimated Quantity for County</b>	<b>10,800</b>		<b>No Bid</b>
Taylor	Fetterman/Prunytown	1,750		
Taylor	<b>Total Estimated Quantity for County</b>	<b>1,750</b>		<b>No Bid</b>
<b>Estimated Total per District</b>		<b>32,800</b>		<b>No Bid</b>

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.



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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	1,300		
Berkeley	1867 Rock Cliff Drive (0502)	2,500		
Berkeley	I-81 @ Exit 8 (0571)	2,500		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>6,300</b>	<b>\$75.00</b>	<b>\$472,500.00</b>
Grant	Petersburg	1,200		
Grant	Mt. Storm	1,500		
Grant	Corridor H @ Knobley Road (0582)	3,000		
Grant	<b>Total Estimated Quantity for County</b>	<b>5,700</b>		<b>No Bid</b>
Hampshire	Romney	800		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>1,800</b>		<b>No Bid</b>
Hardy	Moorefield	1,500		
Hardy	Baker	2,000		
Hardy	<b>Total Estimated Quantity for County</b>	<b>3,500</b>		<b>No Bid</b>
Jefferson	Charles Town (0519)	4,500		
Jefferson	Charles Town - New Shed (0564)	4,500		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$75.00</b>	<b>\$675,000.00</b>
Mineral	New Creek	1,500		
Mineral	Sky Line (Elk Garden)	1,000		
Mineral	Short Gap	1,000		
Mineral	District Headquarters (Burlington)	0		
Mineral	<b>Total Estimated Quantity for County</b>	<b>3,500</b>		<b>No Bid</b>
Morgan	Berkeley Springs	1,100		
Morgan	Largent	300		
Morgan	<b>Total Estimated Quantity for County</b>	<b>1,400</b>	<b>\$75.00</b>	<b>\$105,000.00</b>
<b>Estimated Total per District</b>		<b>31,200</b>		

Quantities listed in this solicitation are estimated quantities.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	2,000		
Brooke	Weirton	2,000		
Brooke	<b>Total Estimated Quantity for County</b>	<b>4,000</b>		<b>No Bid</b>
Hancock	New Manchester	3,100		
Hancock	<b>Total Estimated Quantity for County</b>	<b>3,100</b>		<b>No Bid</b>
Marshall	Glen Dale	3,100		
Marshall	Lynn Camp	800		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	<b>Total Estimated Quantity for County</b>	<b>6,300</b>		<b>No Bid</b>
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	<b>Total Estimated Quantity for County</b>	<b>8,400</b>		<b>No Bid</b>
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	<b>Total Estimated Quantity for County</b>	<b>2,200</b>		<b>No Bid</b>
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>3,000</b>		<b>No Bid</b>
<b>Estimated Total per District</b>		<b>27,000</b>		<b>No Bid</b>

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	500		
Pendleton	Judy Gap	450		
Pendleton	Brandywine	400		
Pendleton	Onego	250		
Pendleton	Franklin, 220 South	250		
Pendleton	<b>Total Estimated Quantity for County</b>	<b>1,850</b>		<b>No Bid</b>
Pocahontas	Marlinton	800		
Pocahontas	Seebert	600		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	600		
Pocahontas	<b>Total Estimated Quantity for County</b>	<b>3,100</b>		<b>No Bid</b>
Randolph	Elkins	800		
Randolph	Harman	750		
Randolph	Coalton	600		
Randolph	Valley Head	600		
Randolph	Mill Creek	800		
Randolph	Pickens	350		
Randolph	Corridor H Lot @ Elkins	1,200		
Randolph	<b>Total Estimated Quantity for County</b>	<b>5,100</b>		<b>No Bid</b>
Tucker	Parsons	800		
Tucker	Thomas	1800		
Tucker	<b>Total Estimated Quantity for County</b>	<b>2600</b>		<b>No Bid</b>
Estimated Total per District		<b>12,650</b>		<b>No Bid</b>

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	2,000		
McDowell	Yukon	500		
McDowell	Johnnycake Mountain	400		
McDowell	Raysel	250		
McDowell	<b>Total Estimated Quantity for County</b>	<b>3,150</b>		<b>No Bid</b>
Mercer	Princeton @ WV 20	3,500		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	3,500		
Mercer	<b>Total Estimated Quantity for County</b>	<b>8,000</b>		<b>No Bid</b>
Raleigh	Skelton	5,000		
Raleigh	Bolt	250		
Raleigh	I-64 @ Bragg	5,000		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>10,250</b>		<b>No Bid</b>
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	1,000		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>4,500</b>		<b>No Bid</b>
<b>Estimated Total per District</b>		<b>25,900</b>		<b>No Bid</b>

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**Exhibit B Pricing Page**

**Sodium Chloride**

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

Location of Storage Site		Cost Per Ton*
202 South Clington St		\$75.00
Baltimore, MD 21224		

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

## 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: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



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

(Required by W. Va. Code § 8D-1-2)

Name of Contracting Business Entity: Eastern Salt Co, Inc. Address: 134 Middle Street, Suite 210  
Lowell, MA 01852

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: G0210-2000009858 Contract Description: Road Salt - Regular

Governmental agency awarding contract: Department of Administration, Purchasing Division

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)

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.

Shelagh E. Mahoney, President

Signature: Shelagh E. Mahoney  
Shelagh E. Mahoney, President

Date Signed: June 26, 2019

**Notary Verification**

State of Massachusetts, County of Middlesex:

I, Shelagh E. Mahoney, 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 26th day of June, 2019.

Karen Girard Murphy

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



**KAREN GIRARD MURPHY**  
Notary Public

Commonwealth of Massachusetts  
My Commission Expires  
February 14, 2025

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 exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Eastern Salt Company, Inc.

Authorized Signature: *Shelagh E. Mahoney* Date: June 26, 2019  
Shelagh E. Mahoney, President

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 26th day of June, 2019.

My Commission expires KAREN GIRARD MURPHY, 20      
Notary Public



Commonwealth of Massachusetts

My Commission Expires

February 14, 2025

NOTARY PUBLIC

*Karen Girard Murphy*

AFFIX SEAL HERE



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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	<b>Total Estimated Quantity for County</b>	<b>3,000</b>		<b>No Bid</b>
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	<b>Total Estimated Quantity for County</b>	<b>1,450</b>		<b>No Bid</b>
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	<b>Total Estimated Quantity for County</b>	<b>10,450</b>		<b>No Bid</b>
Mason	Glenwood			
Mason	Pt. Pleasant	1,000		
Mason	<b>Total Estimated Quantity for County</b>	<b>1,000</b>		<b>No Bid</b>
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	<b>Total Estimated Quantity for County</b>	<b>4,000</b>		<b>No Bid</b>
Estimated Total per District		<b>19,900</b>		<b>No Bid</b>

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	4,200		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>4,200</b>		<b>No Bid</b>
Jackson	Ripley	2,200		
Jackson	I-77 @ Medina	1,200		
Jackson	<b>Total Estimated Quantity for County</b>	<b>3,400</b>		<b>No Bid</b>
Pleasants	Belmont	1,300		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>1,300</b>		<b>No Bid</b>
Ritchie	APD Pennsboro	1,900		
Ritchie	Ellenboro	2,400		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	400		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>5,100</b>		<b>No Bid</b>
Roane	Lefthand @ WV 36	100		
Roane	Ambler Ridge @ US 119	100		
Roane	Spencer	1,400		
Roane	<b>Total Estimated Quantity for County</b>	<b>1,600</b>		<b>No Bid</b>
Wirt	Elizabeth	1,600		
Wirt	<b>Total Estimated Quantity for County</b>	<b>1,600</b>		<b>No Bid</b>
Wood	Parkersburg @ Rt. 95S	4,500		
Wood	I-77 @ Parkersburg	1,000		
Wood	Corridor D @ Riverhill	700		
Wood	<b>Total Estimated Quantity for County</b>	<b>6,200</b>		<b>No Bid</b>
Estimated Total per District		<b>23,400</b>		<b>No Bid</b>

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 by the "Unit Cost Per Ton".

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	<b>Total Estimated Quantity for County</b>	<b>1,500</b>		<b>No Bid</b>
Harrison	Gore	4,500		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	<b>Total Estimated Quantity for County</b>	<b>8,900</b>		<b>No Bid</b>
Marion	Fairmont	1,200		
Marion	Mannington	750		
Marion	<b>Total Estimated Quantity for County</b>	<b>1,950</b>		<b>No Bid</b>
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>7,900</b>		<b>No Bid</b>
Preston	Bruceeton Mills	3,500		
Preston	Albright	1,800		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	<b>Total Estimated Quantity for County</b>	<b>10,800</b>		<b>No Bid</b>
Taylor	Fetterman/Prunytown	1,750		
Taylor	<b>Total Estimated Quantity for County</b>	<b>1,750</b>		<b>No Bid</b>
Estimated Total per District		<b>32,800</b>		<b>No Bid</b>

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	1,300		
Berkeley	1867 Rock Cliff Drive (0502)	2,500		
Berkeley	I-81 @ Exit 8 (0571)	2,500		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>6,300</b>	<b>\$75.00</b>	<b>\$472,500.00</b>
Grant	Petersburg	1,200		
Grant	Mt. Storm	1,500		
Grant	Corridor H @ Knobley Road (0582)	3,000		
Grant	<b>Total Estimated Quantity for County</b>	<b>5,700</b>		<b>No Bid</b>
Hampshire	Romney	800		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>1,800</b>		<b>No Bid</b>
Hardy	Moorefield	1,500		
Hardy	Baker	2,000		
Hardy	<b>Total Estimated Quantity for County</b>	<b>3,500</b>		<b>No Bid</b>
Jefferson	Charles Town (0519)	4,500		
Jefferson	Charles Town - New Shed (0564)	4,500		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$75.00</b>	<b>\$675,000.00</b>
Mineral	New Creek	1,500		
Mineral	Sky Line (Elk Garden)	1,000		
Mineral	Short Gap	1,000		
Mineral	District Headquarters (Burlington)	0		
Mineral	<b>Total Estimated Quantity for County</b>	<b>3,500</b>		<b>No Bid</b>
Morgan	Berkeley Springs	1,100		
Morgan	Largent	300		
Morgan	<b>Total Estimated Quantity for County</b>	<b>1,400</b>	<b>\$75.00</b>	<b>\$105,000.00</b>
Estimated Total per District		<b>31,200</b>		

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	2,000		
Brooke	Weirton	2,000		
Brooke	<b>Total Estimated Quantity for County</b>	<b>4,000</b>		<b>No Bid</b>
Hancock	New Manchester	3,100		
Hancock	<b>Total Estimated Quantity for County</b>	<b>3,100</b>		<b>No Bid</b>
Marshall	Glen Dale	3,100		
Marshall	Lynn Camp	800		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	<b>Total Estimated Quantity for County</b>	<b>6,300</b>		<b>No Bid</b>
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	<b>Total Estimated Quantity for County</b>	<b>8,400</b>		<b>No Bid</b>
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	<b>Total Estimated Quantity for County</b>	<b>2,200</b>		<b>No Bid</b>
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>3,000</b>		<b>No Bid</b>
Estimated Total per District		<b>27,000</b>		<b>No Bid</b>

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	500		
Pendleton	Judy Gap	450		
Pendleton	Brandywine	400		
Pendleton	Onego	250		
Pendleton	Franklin, 220 South	250		
Pendleton	<b>Total Estimated Quantity for County</b>	<b>1,850</b>		<b>No Bid</b>
Pocahontas	Marlinton	800		
Pocahontas	Seebert	600		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	600		
Pocahontas	<b>Total Estimated Quantity for County</b>	<b>3,100</b>		<b>No Bid</b>
Randolph	Elkins	800		
Randolph	Harman	750		
Randolph	Coalton	600		
Randolph	Valley Head	600		
Randolph	Mill Creek	800		
Randolph	Pickens	350		
Randolph	Corridor H Lot @ Elkins	1,200		
Randolph	<b>Total Estimated Quantity for County</b>	<b>5,100</b>		<b>No Bid</b>
Tucker	Parsons	800		
Tucker	Thomas	1800		
Tucker	<b>Total Estimated Quantity for County</b>	<b>2600</b>		<b>No Bid</b>
Estimated Total per District		<b>12,650</b>		<b>No Bid</b>

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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.

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

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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.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	2,000		
McDowell	Yukon	500		
McDowell	Johnnycake Mountain	400		
McDowell	Raysel	250		
McDowell	<b>Total Estimated Quantity for County</b>	<b>3,150</b>		<b>No Bid</b>
Mercer	Princeton @ WV 20	3,500		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	3,500		
Mercer	<b>Total Estimated Quantity for County</b>	<b>8,000</b>		<b>No Bid</b>
Raleigh	Skelton	5,000		
Raleigh	Bolt	250		
Raleigh	I-64 @ Bragg	5,000		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>10,250</b>		<b>No Bid</b>
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	1,000		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>4,500</b>		<b>No Bid</b>
Estimated Total per District		<b>25,900</b>		<b>No Bid</b>

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**Exhibit B Pricing Page**

**Sodium Chloride**

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

Location of Storage Site		Cost Per Ton*
202 South Clington St		\$75.00
Baltimore, MD 21224		

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