



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. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 9

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 582519

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: AMERICAN ROCK SALT HOLDINGS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1900000127

Published Date: 6/19/19

Close Date: 6/27/19

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 9

Total of All Attachments: 9



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 ESR06251900000006029	1

VENDOR
000000106924 AMERICAN ROCK SALT HOLDINGS LLC

Solicitation Number: CRFQ 0803 DOT1900000127

Total Bid : \$0.00 **Response Date:** 2019-06-25 **Response Time:** 16:48:38

Comments:

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

Signature on File	FEIN #	DATE
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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	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic# 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): 628-201-9001 E-MAIL ADDRESS: certificateswf@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED American Rock Salt Company LLC PO Box 190 Mount Morris, NY 14510	INSURER A: American Zurich Insurance Company	NAIC # 40142
	INSURER B: Zurich American Insurance Co	NAIC # 16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 14333268** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	X	GLO018720703	10/30/2018	10/30/2019	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						Policy AGG Cap \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded. see endt		BAP018720903	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10/30/2018	10/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
.... State of West Virginia is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

State of West Virginia
 1900 Kanawha Blvd. E, Bldg. 5 Room 110
 Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Broad Form Additional Insured – Blanket – Automatic – Energy – New York

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187207-03

Effective Date: 10/30/2018

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured:

Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, subject to the following provisions:

- a. Such person or organization is an additional insured only to the extent such coverage is required by written contract or written agreement and only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement; or

- b. Such person or organization is an additional insured only with respect to liability for "bodily injury" to:

- (1) Your "employee"; or
- (2) An employee of a subcontractor acting on your behalf,

but only to the extent:

- (a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and
- (b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

- (i) Only applies to the extent permitted by law; and
- (ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. Solely with respect to the insurance afforded to the additional insureds indicated in Paragraph A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to this endorsement, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to this endorsement:

1. The following is added to the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other valid and collectible insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other valid and collectible insurance; and
 - (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other valid and collectible insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. **Excess Insurance** of the **Other Insurance Condition** of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other valid and collectible insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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:
 American Rock Salt Company LLC
 PO Box 190
 Mt. Morris, NY 14510
 (888) 762-7258

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X

FEIN # 16-1516458

DATE 6/25/19

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 #
46161508			

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

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. Husted
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Husted@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 Husted
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 a 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 cancellation, 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.c, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 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 of such operations, from steel made by the open hearth, 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.



(Name, Title)

Jamie McClain, Marketing Manager

(Printed Name and Title)

5520 Rt. 63, PO Box 190, Mt. Morris, NY 14510

(Address)

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

(Phone Number) / (Fax Number)

customerservice@americanrocksalt.com

(email address)

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

American Rock Salt Company, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Jamie McClain, Marketing Manager

(Printed Name and Title of Authorized Representative)

June 25, 2019

(Date)

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

(Phone Number) (Fax Number)



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: 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:

American Rock Salt Company LLC
 PO Box 190
 Mt. Morris, NY 14510
 (888) 762-7258

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 16-1516458

DATE 6/25/19

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

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. 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.: CRFQ 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.

American Rock Salt Company LLC

Company



Jamie McClain

Authorized Signature

June 25, 2019

Date

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

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.

American Rock Salt Company LLC

Company



Authorized Signature

June 25, 2019

Date

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

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: American Rock Salt Company, LLC

Authorized Signature:  Jamie McClain Date: June 25, 2019

State of New York

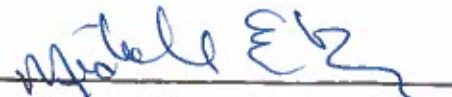
County of Livingston, to-wit:

Taken, subscribed, and sworn to before me this 25th day of June, 2019

My Commission expires April 25, 2021

AFFIX SEAL HERE

NOTARY PUBLIC



Michele E. Booher
Notary Public, State of New York
No. 01B06126032
Qualified in Livingston County
Commission Expires April 25, 2021

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

Name of Contracting Business Entity: American Rock Salt Address: PO Box 190
Mt. Morris, NY 14510

Name of Authorized Agent: Jamie A. McClain Address: _____

Contract Number: DOT 1900000127 Contract Description: Sodium Chloride - Road Salt

Governmental agency awarding contract: _____

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.

Signature: Jamie A. McClain

Date Signed: June 25, 2019

Notary Verification

State of New York, County of Livingston:

I, Jamie McClain, 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 25th day of June, 2019.

Michele E. Booher
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Michele E. Booher
Notary Public, State of New York
No. 01B06126032
Qualified Notary June 8, 2019
Commission Expires April 25, 2021

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*
Belle Vernon, PA		NO Bid

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



SAFETY DATA SHEET

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

1. PRODUCT IDENTIFICATION

1.1 COMMON NAME: *Rock Salt, Halite, Salt*
CHEMICAL NAME: Sodium Chloride
CHEMICAL FORMULA: NaCl
CAS#: 7647-14-5
PRODUCT NAMES AS LABELED: Bulk Ice Control (Product Number BIC)
1.2 PRODUCT USE: The de-icing of roads, walkways and surfaces
1.3 MANUFACTURER'S NAME: American Rock Salt Company LLC
ADDRESS: 5520 Route 63, Mount Morris, New York 14510
BUSINESS PHONE: 1-585-243-9510
FAX NUMBER: 1-585-243-4353
WEB SITE: www.americanrocksalt.com
1.4 EMERGENCY PHONE NUMBER:
EMERGENCY PHONE #: 1-585-243-9544
EMAIL: SDS@americanrocksalt.com
1.5 PREPARATION INFORMATION:
DATE OF CURRENT REVISION: June 10, 2015
DATE OF LAST REVISION: New

2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW:

Product Description: This product is a white to off-white crystalline solid with no odor.
Health Hazards: Exposure to this product may cause irritation to eyes. Prolonged contact may cause skin irritation. May cause respiratory tract irritation.
Flammability Hazards: This product is a non-flammable solid.
Reactivity Hazards: None known
Environmental Hazards: The Environmental effects of this product have not been investigated. Release of this product is not expected to have significant adverse effects in the aquatic environment.

US DOT SYMBOLS
 Non-Regulated Material

CANADA (WHMIS) SYMBOLS
 "Not Controlled"

EUROPEAN and (GHS) Hazard Symbols



Signal Word: **WARNING!**

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

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

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

Index Number:

EC# 231-595-3 This substance is not classified in the Annex VI of Directive 67/548/EEC

EC# 237-081-9 This substance is not classified in the Annex VI of Directive 67/548/EEC

EC# 233-140-8 Annex VI Index# 017-013-00-2

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

Component(s) Contributing to Classification(s)

All Components

2.2 LABEL ELEMENTS:

GHS Hazard Classification(s):

Skin Irritant Category 2

Eye Irritant Category 2A

STOT SE Category 3



SAFETY DATA SHEET

Hazard Statement(s):

H315: Causes skin irritation
H319: Causes serious eye irritation
H335: May cause respiratory irritation

Precautionary Statement(s):

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

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

[Xi] Irritant

Risk Phrases:

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

Safety Phrases:

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

2.3 HEALTH HAZARDS OR RISKS FROM EXPOSURE:

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

ACUTE:

INHALATION: Inhalation may be irritating to the respiratory tract.

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

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

INGESTION: Ingestion of a large quantity may cause gastrointestinal irritation with nausea and vomiting.

CHRONIC: None known

TARGET ORGANS: Acute: Eyes, Skin, Respiratory System

Chronic: None Known

3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT%	CAS#	EINECS #	Hazard Classification	Risk Phrases
Sodium Chloride	>99%	7647-14-5	231-598-3	[Xi] Irritant	R36/37/38
YPS (Yellow Prussiate of Soda) Sodium Ferrocyanide	0.0075%	13601-19-9	237-081-9	Not Classified	None
Liquid Calcium Chloride (Anhydrous, 20 – 45% CaCl ₂ Solution)	0.0017%	10043-52-4	233-140-8	[Xi] Irritant	R36
Liquid Calcium Chloride may be present on salt. Added to YPS delivery system during cold months					
Balance of other ingredients is less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

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

4. FIRST-AID MEASURES

4.1 DESCRIPTION OF FIRST AID MEASURES:

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

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

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

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

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: None known

4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:

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



SAFETY DATA SHEET

4.3 RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate overexposure.

5. FIRE-FIGHTING MEASURES

5.1 FIRE EXTINGUISHING MATERIALS:

Use fire extinguishing methods below:

Water Spray: Yes **Carbon Dioxide:** Yes
Foam: Yes **Dry Chemical:** Yes
Halon: Yes **Other:** Any "C" Class

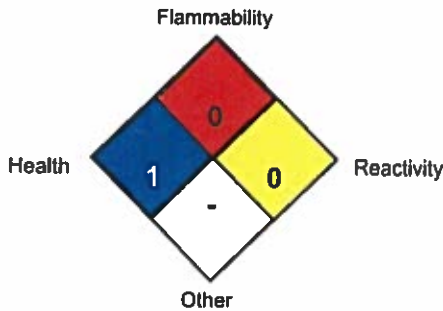
5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

None known
Explosion Sensitivity to Mechanical Impact: No
Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

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

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)			1
FLAMMABILITY HAZARD (RED)			0
PHYSICAL HAZARD (YELLOW)			0
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

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

6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

See section 8.2 for Exposure Controls.

6.2 ENVIRONMENTAL PRECAUTIONS:

No specific hazards connected with leaks and splits.

6.3 SPILL AND LEAK RESPONSE:

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

7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

Establish good personal hygiene and work practices. Always wash hands and face before eating, drinking or smoking.

7.2 STORAGE AND HANDLING PRACTICES:

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

7.3 SPECIFIC USES:

De-icing roads and walkways.

8. EXPOSURE CONTROLS - PERSONAL PROTECTION



SAFETY DATA SHEET

8.1 EXPOSURE PARAMETERS:

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

8.2 EXPOSURE CONTROLS:

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

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

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

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

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

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

9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a white to off-white crystalline solid with no odor.

ODOR: None

ODOR THRESHOLD: Not Applicable

pH: Not Applicable

MELTING/FREEZING POINT: Not Applicable

BOILING POINT: >2575°F

FLASH POINT: Not Applicable

EVAPORATION RATE (n-BuAc=1): Not Available

FLAMMABILITY (SOLID, GAS): Not Applicable

UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Applicable

VAPOR PRESSURE (mm Hg @ 20°C (68°F): 2.4 mm @ 1376°F

VAPOR DENSITY: Not Applicable

RELATIVE DENSITY: Not Applicable

DENSITY: Not Applicable

SPECIFIC GRAVITY: 2.165

SOLUBILITY IN WATER: 317 g/l @ 60°F

WEIGHT PER GALLON: Not Available

PARTITION COEFFICIENT (n-octanol/water): Not Applicable

AUTO-IGNITION TEMPERATURE: Not Applicable

DECOMPOSITION TEMPERATURE: Not Available

VISCOSITY: Not Available

VOC g/l / Lb/gal: 0

9.2 OTHER INFORMATION:

No additional information available.

10. STABILITY and REACTIVITY

10.1 REACTIVITY:

This product is not reactive.

10.2 STABILITY:



SAFETY DATA SHEET

Stable under conditions of normal storage and use.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

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

10.4 CONDITIONS TO AVOID:

Incompatible materials

10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

Strong acids

10.6 HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition products include hydrochloric acid.

11. TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:

TOXICITY DATA:

CAS#: 7647-14-5

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

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

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

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

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

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

SPECIFIC TARGET ORGAN TOXICITY – REPEATED EXPOSURE: None known

ASPIRATION HAZARD: None

12. ECOLOGICAL INFORMATION

12.1 TOXICITY:

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

12.2 PERSISTENCE AND DEGRADABILITY:

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

12.3 BIOACCUMULATIVE POTENTIAL:

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

12.4 MOBILITY IN SOIL:

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

12.5 RESULTS OF PBT AND vPvB ASSESSMENT:

No specific data available on this product.

12.6 OTHER ADVERSE EFFECTS:

No specific data available on this product.

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

12.7 WATER ENDANGERMENT CLASS:

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

13. DISPOSAL CONSIDERATIONS

13.1 WASTE TREATMENT METHODS:

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

13.2 EU Waste Code:

Not determined

14. TRANSPORTATION INFORMATION



SAFETY DATA SHEET

US DOT, IATA, IMO, ADR:

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

14.1 PROPER SHIPPING NAME: Non-Regulated Material

14.2 HAZARD CLASS NUMBER and DESCRIPTION: None

14.3 UN IDENTIFICATION NUMBER: None

14.4 PACKING GROUP: None

14.5 DOT LABEL(S) REQUIRED: None

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER: None

RQ QUANTITY: None

14.6 MARINE POLLUTANT: None of the components of this product are designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

14.7 SPECIAL PRECAUTIONS FOR USER:

Avoid exposure

14.8 INTERNATIONAL TRANSPORTION:

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

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

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

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

15. REGULATORY INFORMATION

15.1 UNITED STATES REGULATIONS:

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

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

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

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

OTHER U.S. FEDERAL REGULATIONS: None

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

15.2 CANADIAN REGULATIONS:

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

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

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

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

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

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

See Section 2 for full Details.

15.4 AUSTRALIAN INFORMATION FOR PRODUCT:

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

15.5 JAPANESE INFORMATION FOR PRODUCT:

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

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



SAFETY DATA SHEET

JAPANESE ENCS INVENTORY:

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

POISONOUS AND DELETERIOUS SUBSTANCES CONTROL LAW:

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

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

Japanese Existing National Inventory of Chemical Substances (ENCS): Listed

Philippines Inventory of Chemicals and Chemical Substances (PICCS): Listed

Swiss Giftliste List of Toxic Substances: Listed

U.S. TSCA: Listed

16. OTHER INFORMATION

16.1 ABBREVIATIONS AND ACRONYMS:

ARD: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

NFPA: National Fire Protection Association (USA)

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

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

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

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

END OF SDS SHEET

AMERICAN ROCKSALT COMPANY LLC

Authorization to Execute Bids

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

Jamie A. McClain
Jeanette A. Starr

Marketing Manager
Controller

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

IN WITNESS WHEREOF, the company has caused this Authorization to be executed by its duly authorized manager, on September 6, 2018.


AMERICAN ROCK SALT COMPANY LLC

By: _____


Joseph Bucci
CO-CEO, VP Operations

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

On this 6th day of September, 2018, before me personally came JOSEPH BUCCI, to me known, who being by me duly sworn, did depose and say that he is CO-CEO, VP Operations of American Rock Salt Company LLC, the limited liability company described in and which executed this Authorization.


Notary Public
Michele E. Booher
Notary Public, State of New York
No. 01B06126032
Qualified in Livingston County
Commission Expires April 25, 2021



State of West Virginia
Ms. Crystal Husted
2019 Washington Street, East
Charlestown, WV 25305

June 25, 2019

RE: Sodium Chloride – Roadway Salt Purchasing Card

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

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

Purchasing cards can supply the consumers with some added benefits. However, the cost to process these cards is expensive and your Vendors pass this additional cost onto you and it is reflected in your pricing each year. This cost could be avoided if the State would consider an ACH payment option. Last year alone, your pricing reflected an additional cost of \$367,726. This year, ARSC again had to add additional cost per ton to your pricing to cover the additional cost to process purchases via these purchasing cards.

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

Thank you for the opportunity to submit our quotation. We look forward to doing business with you during the 2019-2020 season.

Sincerely,

Jamie A. McClain
Marketing Manager
Phone: (888) 762-7258
customerservice@americanrocksalt.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	Total Estimated Quantity for County	3,000	No Bid	
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,450	No Bid	
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	1,000		
Kanawha	St. Albans	1,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,700		
Kanawha	I-77 @ Sissonville	1,350		
Kanawha	I-79 @ Amma	1,700		
Kanawha	Corridor G @ Alum Creek	1,700		
Kanawha	Total Estimated Quantity for County	10,450	No Bid	
Mason	Glenwood			
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	No Bid	
Putnam	Red House	1,000		
Putnam	Hurricane @ Rt. 34	1,000		
Putnam	I-64 @ Scary Creek	1,000		
Putnam	US 35 @ Frazier's Bottom	1,000		
Putnam	Total Estimated Quantity for County	4,000	No Bid	
Estimated Total per District		19,900		

Quantities listed in this solicitation are estimated quantities.

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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	Total Estimated Quantity for County	6,300	No Bid	
Lincoln	West Hamlin	1,300		
Lincoln	Yawkey	1,000		
Lincoln	Harts	1,000		
Lincoln	Total Estimated Quantity for County	3,300	No Bid	
Logan	Corridor G @ Chapmanville	2,000		
Logan	Wilkinson	1,500		
Logan	Man	1,000		
Logan	Total Estimated Quantity for County	4,500	No Bid	
Mingo	Corridor G @ Miller's Creek, Bldg #03011	1,300		
Mingo	Mingo Cty @ Miller's Creek, Bldg #03025	1,500		
Mingo	Gilbert	500		
Mingo	Total Estimated Quantity for County	3,300	No Bid	
Wayne	Pritchard	1,600		
Wayne	Wayne	1,500		
Wayne	Crum	1,000		
Wayne	Total Estimated Quantity for County	4,100	No Bid	
Estimated Total per District		21,500		

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All County delivery/storage location sites shall be bid at one unit price per County.
 Unit of Measure shall be PER TON for all delivery/storage location sites.
 Vendor may bid any or all Counties.
 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	Total Estimated Quantity for County	4,200	No Bid	
Jackson	Ripley	2,200		
Jackson	I-77 @ Medina	1,200		
Jackson	Total Estimated Quantity for County	3,400	No Bid	
Pleasants	Belmont	1,300		
Pleasants	Total Estimated Quantity for County	1,300	No Bid	
Ritchie	APD Pennsboro	1,900		
Ritchie	Ellenboro	2,400		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	400		
Ritchie	Total Estimated Quantity for County	5,100	No Bid	
Roane	Lefthand @ WV 36	100		
Roane	Ambler Ridge @ US 119	100		
Roane	Spencer	1,400		
Roane	Total Estimated Quantity for County	1,600	No Bid	
Wirt	Elizabeth	1,600		
Wirt	Total Estimated Quantity for County	1,600	No Bid	
Wood	Parkersburg @ Rt. 95S	4,500		
Wood	I-77 @ Parkersburg	1,000		
Wood	Corridor D @ Riverhill	700		
Wood	Total Estimated Quantity for County	6,200	No Bid	
Estimated Total per District		23,400		

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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 4

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	\$99.85	
Harrison	Gore	4,500		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	8,900	\$99.53	
Marion	Fairmont	1,200		
Marion	Mannington	750		
Marion	Total Estimated Quantity for County	1,950	\$88.28	
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,900	\$84.07	
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	Total Estimated Quantity for County	10,800	\$84.84	
Taylor	Fetterman/Prunytown	1,750		
Taylor	Total Estimated Quantity for County	1,750	\$87.80	
Estimated Total per District		32,800		

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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 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	Total Estimated Quantity for County	6,300	No Bid	
Grant	Petersburg	1,200		
Grant	Mt. Storm	1,500		
Grant	Corridor H @ Knobley Road (0582)	3,000		
Grant	Total Estimated Quantity for County	5,700	No Bid	
Hampshire	Romney	800		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,800	No Bid	
Hardy	Moorefield	1,500		
Hardy	Baker	2,000		
Hardy	Total Estimated Quantity for County	3,500	No Bid	
Jefferson	Charles Town (0519)	4,500		
Jefferson	Charles Town - New Shed (0564)	4,500		
Jefferson	Total Estimated Quantity for County	9,000	No Bid	
Mineral	New Creek	1,500		
Mineral	Sky Line (Elk Garden)	1,000		
Mineral	Short Gap	1,000		
Mineral	District Headquarters (Burlington)	0		
Mineral	Total Estimated Quantity for County	3,500	\$97.94	
Morgan	Berkeley Springs	1,100		
Morgan	Largent	300		
Morgan	Total Estimated Quantity for County	1,400	No Bid	
Estimated Total per District		31,200		

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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	Total Estimated Quantity for County	4,000	\$88.88	
Hancock	New Manchester	3,100		
Hancock	Total Estimated Quantity for County	3,100	\$95.00	
Marshall	Glen Dale	3,100		
Marshall	Lynn Camp	800		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	6,300	\$88.18	
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	Total Estimated Quantity for County	8,400	\$88.89	
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2,200	\$100.78	
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	Total Estimated Quantity for County	3,000	\$93.19	
Estimated Total per District		27,000		

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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 7

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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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	Total Estimated Quantity for County	1,850	No Bid	
Pocahontas	Marlinton	800		
Pocahontas	Seebert	600		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	600		
Pocahontas	Total Estimated Quantity for County	3,100	No Bid	
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	Total Estimated Quantity for County	5,100	No Bid	
Tucker	Parsons	800		
Tucker	Thomas	1800		
Tucker	Total Estimated Quantity for County	2600	No Bid	
Estimated Total per District		12,650		

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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 9

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

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

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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 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	Total Estimated Quantity for County	3,150	No Bid	
Mercer	Princeton @ WV 20	3,500		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	3,500		
Mercer	Total Estimated Quantity for County	8,000	No Bid	
Raleigh	Skelton	5,000		
Raleigh	Bolt	250		
Raleigh	I-64 @ Bragg	5,000		
Raleigh	Total Estimated Quantity for County	10,250	No Bid	
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	1,000		
Wyoming	Total Estimated Quantity for County	4,500	No Bid	
Estimated Total per District		25,900		

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