



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 5

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 2007145

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: MORTON SALT INC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2700000004

Published Date: 7/22/26

Close Date: 8/3/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder: 2007145
Solicitation Description: Roadway Salt - Sodium Chloride - Supplemental
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-08-03 13:30	SR 0803 ESR07312600000000647	1

VENDOR
000000167452
MORTON SALT INC

Solicitation Number: CRFQ 0803 DOT2700000004
Total Bid: 0
Response Date: 2026-07-31
Response Time: 16:41:26
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: Pricing as per attached sheets

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.
VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL

Attachment A Pricing Pages

District 3 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

EXH 1 - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

DISTRICT 3				
County	Org	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Calhoun	0307	Millstone	5,200	
Calhoun County Total Estimated			5,200	No bid
Jackson	0318	Ripley / Jackson Co. HQ	2,500	
	0372	I-77 @ Medina	1,300	
Jackson County Total Estimated			3,800	\$150.00
Pleasants	0337	Belmont	2,000	
Pleasants County Total Estimated			2,000	No bid
Ritchie	0383	APD Pennsboro	3,500	
	0343	Ellenboro / Harrisville Substation	4,300	
	0382	Corridor D @ Nutter Farm	700	
	0343	Smithville Substation	600	
Ritchie County Total Estimated			9,100	No bid
Roane	0344	Lefthand @ WV 36	600	
	0344	Ambler Ridge Substation @ US 119	300	
	0344	Roane County HQ	1,700	
Roane County Total Estimated			2,600	No bid
Wirt	0353	Elizabeth Substation	1,600	
Wirt County Total Estimated			1,600	No bid
Wood	0354	Parkersburg @ Rt. 95S	5,100	
	0371	I-77 @ Parkersburg	5,300	
	0382	Corridor D @ Riverhill	1,900	
Wood County Total Estimated			12,300	\$144.53
DISTRICT 3 TOTAL			36,600	

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL**Attachment A Pricing Pages****District 4 - Delivery**

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

EXH 1 - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

DISTRICT 4				
County	Org	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	<i>409</i>	West Union (Doddridge Co. HQ)	1,200	
<i>Doddridge County Total Estimated</i>			<i>1,200</i>	No bid
<i>Harrison</i>	<i>417</i>	Harrison Co. HQ	6,000	
	<i>472</i>	Saltwell	1,000	
	<i>472</i>	Lost Creek Substation	1,300	
	<i>482</i>	Tunnel Hill Substation	1,500	
<i>Harrison County Total Estimated</i>			<i>9,800</i>	\$179.75
DISTRICT 4 TOTAL			11,000	

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL

Attachment A Pricing Pages

District 7 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

EXH 1 - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

DISTRICT 7				
County	Org	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Barbour	0701	Barbour Co HQ-Shaw Field (00128)	1600	
	0701	Belington Substation (000113)	1500	
Barbour County Total Estimated			3,100	No Bid
Braxton	0704	Braxton County HQ (000444)	1850	
	0704	Heaters Substation (000431)	1100	
	0771	Coon Knob Substation (000405)	1500	
	0772	Burnsville Substation (000432)	2100	
Braxton County Total Estimated			6,550	No Bid
Gilmer	0711	Gilmer County HQ (001110)	1300	
Gilmer County Total Estimated			1,300	No Bid
Lewis	0721	Lewis County HQ (002108)	2600	
	0782	APD (Weston Mudlick) (002187)	2000	
Lewis County Total Estimated			4,600	No Bid
Webster	0751	Cherry Falls (05129)	2500	
	0751	Webster County HQ @ Bolair (05119)	2000	
	0751	Hacker Valley Substation (005120)	1000	
Webster County Total Estimated			5,500	No Bid
DISTRICT 7 TOTAL			21,050	

ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL
Attachment B - Vendor Shipment Logistics Form

INSTRUCTIONS: Vendor shall provide the City/State of their primary shipment hub for each location bid, and the method by which roadway salt will be imported into that hub (ie. Railcar, barge, ship/vessle, etc). Hub locations and import methods may be altered throughout the contract by vendor as needed to meet supply needs.

County	Org	Delivery Site Designation	City/State of Hub	Hub Method of importing Salt (ie. Barge, Railcar)
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District 3	Calhoun	307	Millstone		
	Jackson	318	Ripley / Jackson Co. HQ	Portsmouth, OH	Barge
		372	I-77 @ Medina	Portsmouth, OH	Barge
	Pleasants	337	Belmont		
	Ritchie	0383	APD Pennsboro		
		0343	Ellenboro / Harrisville Substation		
		0382	Corridor D @ Nutter Farm		
		0343	Smithville Substation		
	Roane	0344	Lefthand @ WV 36		
		0344	Ambler Ridge Substation @ US 119		
		0344	Roane County HQ		
	Wirt	353	Elizabeth Substation		
	Wood	0354	Parkersburg @ Rt. 95S	Parkersburg, WV	Rail
		0371	I-77 @ Parkersburg	Parkersburg, WV	Rail
		0382	Corridor D @ Riverhill	Parkersburg, WV	Rail

District 4	Doddridge		West Union		
	Harrison		Harrison Co. HQ	West Elizabeth, PA	Rail
			Saltwell	West Elizabeth, PA	Rail
			Lost Creek Substation	West Elizabeth, PA	Rail
			Tunnel Hill Substation	West Elizabeth, PA	Rail

District 7	Barbour	0701	Barbour Co HQ-Shaw Field		
		0701	Belington Substation (000113)		
	Braxton	0704	Braxton County HQ (000444)		
		0704	Heaters Substation (000431)		
		0771	Coon Knob Substation (000405)		
		0772	Burnsville Substation (000432)		
	Gilmer	711	Gilmer County HQ (001110)		
	Lewis	0721	Lewis County HQ (002108)		
		0782	APD (Weston Mudlick) (002187)		
	Webster	0751	Cherry Falls		
		0751	Webster County HQ @ Bolair		
		0751	Hacker Valley Substation (005120)		



CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Anthony Patton is the Senior Director of Government Sales of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Stockholders of the Company on April 1, 2026 appointing Mr. Patton as an officer of the Company, Mr. Patton is authorized to approve and execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. A true and correct copy of the corporate resolutions dated April 1, 2026 appointing Mr. Patton as an officer of the Company is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 7/30/2026



Winnie Kuo
Assistant Secretary
Morton Salt, Inc.

Exhibit A to Morton Salt, Inc. Certification regarding Anthony Patton Signing Authority

**(See attached copy of the Unanimous Written Consent
dated April 1, 2026 of the Stockholders of Morton Salt, Inc.
appointing directors and officers of Morton Salt, Inc.)**

**UNANIMOUS WRITTEN CONSENT
OF THE STOCKHOLDERS OF MORTON SALT, INC.
(IN LIEU OF ANNUAL MEETING)**

The undersigned, being all the stockholders of Morton Salt, Inc., a Delaware corporation (the "Company"), in lieu of holding an Annual Meeting of the Stockholders of the Company, do hereby take the following actions and adopt the following resolutions by unanimous written consent in accordance with Section 228 of the Delaware General Corporation Law and the By-Laws of the Company:

Election of Directors

RESOLVED, that all actions and proceedings of the directors of the Company enacted, approved, adopted, made, done or taken since the last annual meeting of stockholders, or the signing of resolutions in lieu thereof, are hereby approved, ratified and confirmed;

RESOLVED FURTHER, that Adam Cohn and Mark Demetree are hereby elected as the directors of the Company to serve until the next annual meeting of stockholders of the Company or until their respective successor has duly been elected and qualified;

Appointment of Officers

RESOLVED, that all actions and proceedings of the officers of the Company enacted, approved, adopted, made, done or taken since the last annual meeting of the board of directors, or the signing of resolutions in lieu thereof, are hereby approved, ratified and confirmed;

FURTHER RESOLVED, that the following persons be, and they hereby are, elected to the office described opposite to their names, to serve until the next annual meeting or until their respective successor has duly been elected and qualified, whichever is later:

TITLE	NAME
Chief Executive Officer	Mark Demetree
President, Consumer	James Heard
President, Highway & Chemical	Mitchell Dascher
Senior Vice President & Chief Financial Officer	Michael Lenox
Senior Vice President, Chief Administrative Officer, General Counsel & Secretary	Bradley Bacon
Senior Vice President & Chief Human Resources Officer	Jamie Hay
Vice President, North American Mining Operations	Ken Grimm
Vice President, Tax	Alan Pramann
Treasurer & Vice President, Finance	Kyle White

Vice President, Corporate Controller	Kari Lowry
Senior Director of Government Sales	Anthony Patton
Director of US Commercial and Chemical Sales	Stephanie Murphy
Assistant Secretary	Winnie Kuo
Assistant Secretary	Anna Fishman

General

RESOLVED, that the officers of the Company be, and each of them acting alone hereby is, authorized and empowered on behalf of the Company and in its name, to take or cause to be taken all actions and to execute and deliver all such instruments, documents and agreements which the officers of the Company, or any one or more of them, approve as necessary or desirable in connection with the foregoing resolutions, such approval to be conclusively evidenced by the taking of any such action or the execution and delivery of any such instruments, documents, and agreements by an officer of the Company;

RESOLVED FURTHER, that this Unanimous Written Consent may be executed in any number of counterparts, and any of the undersigned may execute this Unanimous Written Consent on any one or more of such counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument; and

RESOLVED FURTHER, that this Unanimous Written Consent may be executed by facsimile or .pdf and, upon execution, shall have the same force and effect as an original.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent effective as of April 1, 2026.

MORTON INVESTMENT COMPANY, LLC

By:

Name: Brad Bacon

Title: Senior Vice President

MORTON NORTH AMERICA
HOLDINGS, LLC

By:

Name: Mike Lenox

Title: Chief Financial Officer

BEING ALL THE STOCKHOLDERS OF THE CORPORATION

State of West Virginia



Certificate

I, Kris Warner, Secretary of State of the State of West Virginia, hereby certify that

MORTON SALT, INC.

a corporation formed under the laws of Delaware filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on August 04, 2010.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

CERTIFICATE OF AUTHORIZATION

Validation ID:3WV4N_EJ4MX



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
January 28, 2026*

Secretary of State



Salt with Anti-Caking Additives

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Date of Issue: 07/30/2025

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Salt with Anti-Caking Additives

1.2. Intended Use of the Product

No additional information available

1.3. Name, Address, and Telephone of the Responsible Party

Company

Morton Salt, Inc
40 Corporate Woods
9401 Indian Creek Parkway, Suite 1500
Overland Park, KS 66210
T: 913-391-7258
www.mortonsalt.com

1.4. Emergency Telephone Number

Emergency Number : 913-391-7258

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

GHS-US/CA Classification

Not classified.

2.2. Label Elements

GHS-US/CA Labeling

No labeling applicable according to 29 CFR 1910.1200 and the Hazardous Products Regulations (HPR) SOR/2015-17.

2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US/CA)

No additional information available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Synonyms	Product Identifier	% *	GHS Ingredient Classification
Sodium chloride	Sodium salt of hydrochloric acid / Salt / SEA SALT / SODIUM CHLORIDE / Sodium chloride (NaCl) / Sea salt	(CAS-No.) 7647-14-5	> 98	Not classified.
Hydroxylapatite (Ca ₅ (OH)(PO ₄) ₃)	Hydroxyapatite / Hydroxylapatite / HYDROXYAPATITE / Durapatite / Calcium hydroxyapatite / Calcium hydroxylapatite / CALCIUM HYDROXYAPATITE / Tribasic calcium phosphate / Pentacalcium hydroxide tris(phosphate)	(CAS-No.) 1306-06-5	≤ 2	Not classified.
Silicic acid, aluminum sodium salt	Aluminosilicic acid, sodium salt / Sodium aluminosilicate / Sodium aluminum silicate / Silicic acid, aluminium sodium salt / Sodium aluminosilicate / Zeolites / Sodium	(CAS-No.) 1344-00-9	< 1	Not classified.

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	silicoaluminate / SODIUM SILICOALUMINATE / Sodium aluminosilicate, synthetic / Aluminum sodium silicate / Ezeolite A / Modified kaolin clay / Decalso / Aluminum sodium salt of silicic acid / Silicic acid aluminium sodium salt			
Calcium silicate	Calcium silicate (synthetic) / Silicic acid, calcium salt / Calcium silicate, synthetic / Calcium silicate, synthetic nonfibrous / CALCIUM SILICATE / Calcium silicate synthetic nonfibrous	(CAS-No.) 1344-95-2	< 1	Not classified.
Ferrate(4-), hexakis(cyano-C)-, tetrasodium, (OC-6-11)-	Ferrate(4-), hexakis(cyano-.kappa.C)-, tetrasodium, (OC-6-11)- / Sodium ferrocyanide / Tetrasodium hexacyanoferrate / Ferrate(4-), hexakis(cyano-.kappa.C)-, sodium (1:4), (OC-6-11)- / Tetrasodium ferrocyanide / SODIUM FERROCYANIDE / Sodium ferricyanide	(CAS-No.) 13601-19-9	< 0.0013	Aquatic Acute 2, H401 Aquatic Chronic 2, H411

Full text of H-statements: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

SECTION 4: FIRST AID MEASURES

4.1. Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Using proper respiratory protection, immediately move the exposed person to fresh air. Encourage exposed person to cough, spit out, and blow nose to remove dust. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 5 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

4.2. Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Skin contact with large amounts of dust may cause mechanical irritation.

Eye Contact: Eye contact with dust may cause mechanical irritation.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None known.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Water spray, fog, carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Salt with Anti-Caking Additives

Safety Data Sheet

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Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sodium oxides. Calcium oxides. Phosphorus oxides. Chlorides. Silica compounds.

5.4. Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing dust.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

6.2. Environmental Precautions

Prevent entry to sewers and public waters.

6.3. Methods and Materials for Containment and Cleaning Up

For Containment: Contain solid spills with appropriate barriers and prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Recover the product by vacuuming, shoveling or sweeping. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing dust.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

Incompatible Materials: Strong acids, strong bases, strong oxidizers.

7.3. Specific End Use(s)

No additional information available

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

Calcium silicate (1344-95-2)		
USA OSHA	OSHA PEL (TWA) [1]	15 mg/m ³ (total dust) 5 mg/m ³ (respirable fraction)
USA NIOSH	NIOSH REL (TWA)	10 mg/m ³ (total dust) 5 mg/m ³ (respirable dust)
Alberta	OEL TWA	10 mg/m ³ (synthetic, nonfibrous)
British Columbia	OEL TWA	1 mg/m ³ (for Calcium silicate that is naturally occurring as Wollastonite-inhalable (Calcium silicate, naturally occurring as Wollastonite)
Nunavut	OEL STEL	20 mg/m ³ (synthetic, non-fibrous)
Nunavut	OEL TWA	10 mg/m ³ (synthetic, non-fibrous)

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Northwest Territories	OEL STEL	20 mg/m ³ (synthetic, non-fibrous)
Northwest Territories	OEL TWA	10 mg/m ³ (synthetic, non-fibrous)
Québec	VEMP (OEL TWAEV)	10 mg/m ³ (synthetic, containing no Asbestos and <1% Crystalline silica-total dust)
Saskatchewan	OEL STEL	20 mg/m ³ (nonfibrous)
Saskatchewan	OEL TWA	10 mg/m ³ (nonfibrous)
Yukon	OEL TWA	30 mppcf 10 mg/m ³

8.2. Exposure Controls

Appropriate Engineering Controls: Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye and Face Protection: Chemical safety goggles or safety glasses with side shields.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Solid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Lower Flammable Limit	: No data available
Upper Flammable Limit	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20°C	: No data available
Relative Density	: No data available
Specific Gravity	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity:

Hazardous reactions will not occur under normal conditions.

10.2. Chemical Stability:

Stable under recommended handling and storage conditions (see section 7).

Salt with Anti-Caking Additives

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10.3. Possibility of Hazardous Reactions:

Hazardous polymerization will not occur.

10.4. Conditions to Avoid:

Direct sunlight, extremely high or low temperatures, and incompatible materials. Avoid creating or spreading dust.

10.5. Incompatible Materials:

Strong acids, strong bases, strong oxidizers.

10.6. Hazardous Decomposition Products:

Thermal decomposition may produce: Sodium oxides. Calcium oxides. Phosphorus oxides. Chlorides. Silica compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified.

Acute Toxicity (Dermal): Not classified.

Acute Toxicity (Inhalation): Not classified.

LD50 and LC50 Data:

No additional information available

Skin Corrosion/Irritation: Not classified.

Eye Damage/Irritation: Not classified.

Respiratory or Skin Sensitization: Not classified.

Germ Cell Mutagenicity: Not classified.

Carcinogenicity: Not classified.

Specific Target Organ Toxicity (Repeated Exposure): Not classified.

Reproductive Toxicity: Not classified.

Specific Target Organ Toxicity (Single Exposure): Not classified.

Aspiration Hazard: Not classified.

Symptoms/Injuries After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Injuries After Skin Contact: Skin contact with large amounts of dust may cause mechanical irritation.

Symptoms/Injuries After Eye Contact: Eye contact with dust may cause mechanical irritation.

Symptoms/Injuries After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None known.

11.2. Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sodium chloride (7647-14-5)	
LD50 Oral Rat	3550 mg/kg (Species: Wistar)
LD50 Dermal Rabbit	> 10000 mg/kg (Species: New Zealand White)
LC50 Inhalation Rat	> 42 mg/l (Exposure time: 1 h Source: ECHA_API)
Hydroxylapatite (Ca₅(OH)(PO₄)₃) (1306-06-5)	
LD50 Oral Rat	> 25350 mg/kg (Source: NLM_CIP)
Silicic acid, aluminum sodium salt (1344-00-9)	
LD50 Oral Rat	> 5000 mg/kg (Source: OECD_SIDS)
LD50 Dermal Rabbit	> 5000 mg/kg (Source: OECD_SIDS)
LC50 Inhalation Rat	> 18.3 mg/l (Exposure time: 1 h Source: IUCLID)
Calcium silicate (1344-95-2)	
LD50 Oral Rat	> 5000 mg/kg (Source: OECD_SIDS)
Ferrate(4-), hexakis(cyano-C)-, tetrasodium, (OC-6-11)- (13601-19-9)	
LD50 Oral Rat	15600 mg/kg (Source: IUCLID)
LD50 Dermal Rat	> 2000 mg/kg (Source: ECHA_API)

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General: Not classified.

Sodium chloride (7647-14-5)	
LC50 Fish 1	5560 (5560 – 6080) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-

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	through])
EC50 - Crustacea [1]	1000 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	12946 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static] Source: EPA)
EC50 - Crustacea [2]	340.7 (340.7 – 469.2) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
NOEC Chronic Fish	252 mg/l (Species: Pimephales promelas)
Silicic acid, aluminum sodium salt (1344-00-9)	
LC50 Fish 1	1800 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [semi-static] Source: IUCLID)
EC50 - Crustacea [1]	1000 – 1800 mg/l (Exposure time: 48 h - Species: Daphnia magna)
EC50 Other Aquatic Organisms 1	(Exposure time: 96 h - Species: Desmodemus subspicatus)
LC50 Fish 2	3200 – 5600 mg/l (Exposure time: 96 h - Species: Oryzias latipes [semi-static] Source: EPA)
Ferrate(4-), hexakis(cyano-C)-, tetrasodium, (OC-6-11)- (13601-19-9)	
LC50 Fish 1	> 100 mg/l (Exposure time: 96 h - Species: Cyprinus carpio [static] Source: ECHA)
ErC50 algae	3.1 mg/l (Exposure time: 72h - Species: Pseudokirchneriella subcapitata)

12.2. Persistence and Degradability

Salt with Anti-Caking Additives	
Persistence and Degradability	Not established.

12.3. Bioaccumulative Potential

Salt with Anti-Caking Additives	
Bioaccumulative Potential	Not established.

Sodium chloride (7647-14-5)	
BCF Fish 1	(no bioaccumulation)

12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information: Avoid unnecessary release into the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Ecology - Waste Materials: Avoid unintended release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT

Not regulated for transport

14.2. In Accordance with IMDG

Not regulated for transport

14.3. In Accordance with IATA

Not regulated for transport

14.4. In Accordance with TDG

Not regulated for transport

SECTION 15: REGULATORY INFORMATION

15.1. US Federal Regulations

Sodium chloride (7647-14-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
Hydroxylapatite (Ca5(OH)(PO4)3) (1306-06-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
Silicic acid, aluminum sodium salt (1344-00-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
Calcium silicate (1344-95-2)	

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Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active

Ferrate(4-), hexakis(cyano-C)-, tetrasodium, (OC-6-11)- (13601-19-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active

15.2. US State Regulations

Calcium silicate (1344-95-2)

U.S. - New Jersey - Right to Know Hazardous Substance List

U.S. - Pennsylvania - RTK (Right to Know) List

U.S. - Massachusetts - Right To Know List

15.3. Canadian Regulations

Sodium chloride (7647-14-5)

Listed on the Canadian DSL (Domestic Substances List)

Hydroxylapatite (Ca₅(OH)(PO₄)₃) (1306-06-5)

Listed on the Canadian DSL (Domestic Substances List)

Silicic acid, aluminum sodium salt (1344-00-9)

Listed on the Canadian DSL (Domestic Substances List)

Calcium silicate (1344-95-2)

Listed on the Canadian DSL (Domestic Substances List)

Ferrate(4-), hexakis(cyano-C)-, tetrasodium, (OC-6-11)- (13601-19-9)

Listed on the Canadian DSL (Domestic Substances List)

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest : 07/30/2025

Revision

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

GHS Full Text Phrases:

H401	Toxic to aquatic life
H411	Toxic to aquatic life with long lasting effects

Glossary of Data Source Abbreviations

ATSDR: Agency for Toxic Substances and Disease Registry (U.S. Department of Health and Human Services)

AU_WES: Australia WES

CHEMVIEW: ChemView (U.S. Environmental Protection Agency)

EC_RAR: European Commission Renewal Assessment Report

EC_SCOEL: European Commission Scientific Committee on Occupational Exposure Limits

ECETOC: European Centre for Ecotoxicology and Toxicology of Chemicals Reports

ECHA_API: European Chemicals Agency API

ECHA_RAC: ECHA Committee for Risk Assessment

EFSA: European Food Safety Authority

EPA: U.S. Environmental Protection Agency

EPA_AEGL: Acute Exposure Guideline Levels (U.S. Environmental Protection Agency)

EPA_FIFRA: Federal Insecticide, Fungicide, and Rodenticide Act Reregistration Eligibility Decision (U.S. Environmental Protection Agency)

EPA_HPV: High Production Volume Chemicals (U.S. Environmental Protection Agency)

EPA_TRED: Risk Assessment for Tolerance Reassessment Eligibility Decision (U.S. Environmental Protection Agency)

EU_CLH: European Union Harmonised Classification and Labelling Proposal

EU_RAR: European Union Risk Assessment Report

FOOD_JOURN: Food Research Journal (1956)

IARC: The International Agency for Research on Cancer

IDLH: National Institute for Occupational Health and Safety Immediately Dangerous to Life or Health Value Profiles

IUCLID: International Uniform Chemical Information Database

JAPAN_GHS: Japan GHS Basis for Classification Data

JP_J-CHECK: Japan J-Check

KR_NIER: South Korea National Institute of Environmental Research Evaluations

NICNAS: Australia National Industrial Chemicals Notification and Assessment Scheme

NIOSH: National Institute for Occupational Health and Safety (U.S. Department of Health and Human Services)

NLM_CIP: National Library of Medicine ChemID plus database

NLM_HSDB: National Library of Medicine Hazardous Substance Data Bank

NLM_PUBMED: National Library of Medicine PubMed database

NTP: National Toxicology Program

NZ_CCID: New Zealand Chemical Classification and Information Database

OECD_EHSP: Environment, Health, and Safety Publication (Organisation for Economic Co-operation and Development)

OECD_SIDS: Screening Information Data Sets (Organisation for Economic Co-operation and Development)

WHO: World Health Organization

Salt with Anti-Caking Additives

Safety Data Sheet

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This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

NA GHS SDS 2015 (Can, US)



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 2007145			Reason for Modification:
Doc Description: Roadway Salt - Sodium Chloride - Supplemental			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-22	2026-08-03 13:30	CRFQ 0803 DOT2700000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000167452
Vendor Name : Morton Salt, Inc.
Address : 1 North Franklin Street, Suite 450
Street :
City : Chicago
State : IL **Country :** US **Zip :** 60606
Principal Contact : Jean Szatkowski
Vendor Contact Phone: 313-488-1897 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Anthony T. Patton, Senior Director of Government Sales

Vendor Signature X  **FEIN#** 27-3146174

DATE 7-30-2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish an open end, multiple award supplemental contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH counties, F.O.B., in District 3, District 4, and District 7 per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 7/24/2026 @ 4:00 PM ET

Submit Questions to: John Estep
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: John.W.Estep@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: John Estep

SOLICITATION NO.: CRFQ 0803 DOT2700000004

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: 08/03/2026 @ 1:30 PM ET

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 Acknowledgement Form. 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 **shall** 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. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

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

14. 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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Three (3) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **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.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20. TIME: Time is of the essence regarding 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 www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Jean Szatkowski

(Address) 1 North Franklin Street, Suite 450, Chicago, IL 60606

(Phone Number) / (Fax Number) 313-488-1891 Fax: 312-896-9208

(email address) bids@mortonsalt.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Morton Salt, Inc.

(Company)

(Signature of Authorized Representative)

Anthony T. Patton, Senior Director of Government Sales

(Printed Name and Title of Authorized Representative) (Date)

855-665-4540 FAX 312-896-9208

(Phone Number) (Fax Number)

bids@mortonsalt.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish an open end, multiple award supplemental contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH counties, F.O.B., in District 3, District 4, and District 7.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” or “Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 **“Approved Source,” “Approved Product,” or “Approved Vendor”** - terms referring to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. *Reference:*
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.3 **“ASTM International” and “ASTM”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. *Reference:* www.astm.org
 - 2.4 **“ATT A,” “Attachment A,” or “Pricing Pages,”** - the schedule of Contract Items attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
 - 2.5 **“Contract Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.6 **“Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits 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 Contract Items through this contract.
 - 2.7 **“Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

- 2.8 “F.O.B.” or “Free on Board”** – indicates that the price for Contract Items includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies.
- 2.10 “MCS&T”** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.12 “Sodium Chloride,” “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.
- 2.13 “Standard Specs”** – refers to the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.14 “WVDOH,” “WVDOT,” or “Agency”**– means the West Virginia Division of Highways and/or the West Virginia Department of Transportation.

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Material, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Section 715.2, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/mcst/Pages/specifications.aspx>. Hard copies of these publications may be purchased by completing the Specification Order Form provided within the website.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH with the Contract Item specified herein on an open-end and continuing

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt - Supplemental

basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements shown below.

3.2.1 Sodium Chloride: Material proposed for use under this Contract will require MCS&T approval. Vendors must meet MCS&T requirements and must be listed on APL 715.002.000 - *Sodium Chloride (Roadway Salt)*, as amended.

3.2.1.1 Vendors NOT currently listed on APL 715.002.000 may apply to be evaluated for approval by submitting an HL-468 *Preliminary Information for Technology/Product Application* form, available at https://transportation.wv.gov/highways/mcst/Pages/newproduct_evaluationprocedure.aspx, along with a Sodium Chloride Safety Data Sheet (SDS) from all supply sources, and anti-caking agent SDS (if applicable) directly to MCS&T. **Completed HL-468 forms and supporting documentation must be returned to MCS&T directly via email at DOHNewProducts@WV.gov prior to the solicitations' bid opening. DO NOT SUBMIT the HL-468 form with the bid response.**

3.2.1.2 If the West Virginia Purchasing Division or the MCS&T Division requests additional documentation from a Vendor for either the APL approval process or for the bid evaluation process, Vendor must submit ALL requested documentation within 5 business days of the request, or their bid will be disqualified.

3.2.2 Shipment and Transport Logistics: Vendors shall provide on Attachment B – Vendor Shipment Logistics Form, the city and state from which local shipment by truck will commence to the WVDOH salt delivery location, and the import method they plan to utilize in their roadway salt transportation network for each location, for the counties bid. Vendors are not restricted to utilizing only these locations.

Examples: Mason County: Portsmouth OH, Barge Shipments
Ritchie County: Parkersburg, WV, Train/Railcar Shipments
Hampshire County: Baltimore, MD, Ship/Vessel

3.2.3 Sampling and Testing: MCS&T may conduct sampling and testing of Materials at any time throughout the term of this contract to verify the quality and/or gradation of Vendor provided Sodium Chloride. Sampling and testing inquiries should be directed to:

WVDOH Materials Control, Soils and Testing Division
190 Dry Branch Drive
Charleston, WV 25306
Phone: 304-558-3160

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Attn: Environmental and Coatings Section

- 3.2.4 Moisture Content:** Delivered material shall be covered in transit and moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534, as amended, at any time during the delivery. Upon visual inspection by the Agency, a WVDOT District Manager, or their designee, Sodium Chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOT. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from delivered Material by Agency personnel, which shall be witnessed and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and test results within seven (7) business days of test completion. Upon testing, the supplier shall be responsible for moisture content that results more than 2.0% per delivery and shall deduct the excess weight from the price.

For example: If a delivery of 75 tons costs \$45.00/ton and the moisture content is found to be 3.5%, the adjusted weight will be calculated as follows:

- $3.5\% - 2.0\% = 1.5\%$ (*percentage in excess of 2.0%*)
- $75 \text{ tons} \times \$45.00 = \$3,375.00$ (*original delivery cost*)
- $\$3,375.00 \times 1.5\% = \50.63 (*1.5% of the original delivery cost*)
- $\$3,375.00 - \$50.63 = \$3,324.37$ (*total adjusted cost*)

- 3.2.5 Unacceptable Material:** Upon visual observation and, at the discretion of the WVDOT District Engineer or designee, if Sodium Chloride provided by Vendor is deemed unsatisfactory or not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 for any unacceptable material or reject the delivery in its entirety.

3.2.5.1 Sodium Chloride containing large clumps and/or foreign material, dark colored contaminants, charcoal, cinders, or other debris shall be considered unacceptable.

3.2.5.2 The decision of the WVDOT District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended.

3.2.5.2.1 Rejected material shall be removed immediately by the Vendor at no cost to the Agency and arrangements shall be made with the ordering Agency to remove the rejected order amount within five (5) calendar days of its

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notice of unacceptable material. Vendor shall not charge a restocking fee.

- 4. CONTRACT AWARD:** This Contract is intended to provide Agencies with a purchase price per ton for Roadway Salt. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract. The low-bid vendor, per county, will be considered the primary vendor for the county with whom the Purchase and Supply Guarantees in section 5.4 are established. A WVDOH District/County map is provided as Exhibit 2 (EXH 2).

- 4.1 Pricing Pages:** Vendor shall complete ATT A by providing a bid price per ton for Sodium Chloride and factor into its bid price any equipment, material, delivery, and labor costs involved. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities on ATT A. Making any such changes to the format or failure to complete ATT A in its entirety may result in the disqualification of Vendor's bid.

- 4.1.1** Vendor shall provide a price per ton for the delivery of Sodium Chloride, F.O.B., to any or all District/County designated delivery sites listed on ATT A. Exhibit 1 (EXH 1) contains WVDOH District/County delivery site information.

- 4.1.2** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

- 4.1.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on ATT A shall result in the disqualification of Contract Item bid on the altered line.

Submitting Pricing pages other than those provided with this solicitation, as described in Section 4, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award.

- 4.2 Contract Award Transition:** Upon the award of this supplemental contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

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- 4.3 Cooperative Contracting:** Purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval from the Purchasing Director.

5. ORDERING, GUARANTEES, INVOICING, AND REPORTING:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS.

5.1.1 Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders or provide other contract related functions through an online system, it should include in its bid response information and instructions detailing how Agencies may utilize its online system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.1.2 Vendor should return orders that do not include an ADO number to the ordering agency for correction prior to acceptance. Example:

	State of West Virginia	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.							
	Agency Delivery Order								
	Order Date: 10-30-2024								
<table style="width: 100%; border: none;"><tr><td style="border: none;">Order Number:</td><td style="border: none;">ADO 0803 0842</td><td style="border: none; border: 2px solid red;">DOTZ500020057</td><td style="border: none;">1</td><td style="border: none; width: 50px;"></td><td style="border: none;">Procurement Folder:</td><td style="border: none;">1544938</td></tr></table>			Order Number:	ADO 0803 0842	DOTZ500020057	1		Procurement Folder:	1544938
Order Number:	ADO 0803 0842	DOTZ500020057	1		Procurement Folder:	1544938			

- 5.2 Agency Delivery Orders (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of Material and detailing the delivery site or pick-up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating an ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax, and shall be in addition to use of Vendor’s online ordering system, if available. **Verbal communication with the Vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

- 5.2.1 Emergency Requests:** Emergency requests received from an Agency shall be prominently noted on the ADO and shall be fulfilled by Vendor within

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two (2) calendar days of Vendor's receipt of the accepted Emergency ADO.

5.2.1.1 The determination of an emergency request will be in accordance with Section 2.7 of this Solicitation and will be prominently noted on the ADO.

5.2.1.2 Emergency orders shall be paid at a rate of 105% of Vendor's awarded bid price.

5.2.2 Successive Deliveries: The WVDOT may submit an ADO to Vendor for multiple, successive deliveries of Sodium Chloride over a series of dates, as designated on the ADO. The Agency shall prominently note "Extended Delivery Order" on associated ADOs and monitor order fulfillment.

5.2.2.1 Vendor shall communicate with the ordering Agency and confirm in writing any issues or potential disruptions in extended delivery order shipments.

5.2.2.2 The ordering Agency shall guarantee acceptance of the total extended delivery order amount, in accordance with the delivery dates designated on the accepted ADO.

5.2.2.3 Vendor shall guarantee fulfillment of the total extended delivery order amount to its completion and within delivery dates designated on the ADO.

5.3 Deliveries: Vendor shall deliver standard orders within 10 calendar days and emergency orders within two (2) calendar days after receipt and acceptance of an order, unless otherwise directed by the ordering Agency. If the entire order cannot be delivered as indicated on the ADO, an initial delivery must be made by the date indicated on the ADO and documented arrangements for successive deliveries of remaining amounts must be made with the ordering Agency.

5.3.1 Vendor shall ship all orders in accordance with these Specifications and shall not hold orders until a minimum quantity is met.

5.3.2 Vendor shall provide a delivery/weight scale ticket with each shipment of Material transported to an Agency delivery site. The delivery/weight scale ticket must be signed by the delivery driver and a copy must be provided for the ordering Agency at the time of delivery.

5.3.3 Weigh scale tickets for Agency pick-up orders from Vendor's source/supplier site must be signed by the attending supplier site personnel and a copy must be provided to the WVDOT driver after Material has been loaded into an Agency vehicle.

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5.4 Purchase and Supply Guarantees: Purchase and Supply Guarantees shall be awarded to each low-bid Vendor per County and will be applied to the total tonnage awarded within this contract.

5.4.1 Purchase Guarantee: The WVDOH shall guarantee the purchase of 60% of the total estimated tonnage awarded within this contract, per Vendor. For example, if a Vendor's estimated total amounts to 43,000 tons for all low-bid counties, the WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.4.2 Supply Guarantee: Vendor shall guarantee availability of 120% of the total estimated tonnage awarded within this contract for WVDOH delivery and/or pick up. For example, if a Vendor's estimated total quantity amounts to 43,000 tons for all low-bid counties, Vendor guarantees the availability of 51,600 tons for WVDOH purchase throughout the term of the contract.

5.4.3 Orders Beyond 120%: The WVDOH reserves the right to place orders in excess of a low-bid Vendor's Supply Guarantee and shall pay a rate of 110% of the Vendor's bid price per low-bid county.

5.4.4 Failed Order Adjustments: Should a low-bid awarded Vendor reject, refuse, or fail to fulfill an accepted ADO, causing an Agency to cancel an ADO and purchase from another Vendor, the WVDOH will adjust the ordered or unfulfilled amount from the Purchase and Supply Guarantee fulfillment totals.

5.4.4.1 The ordering Agency shall notify the WVDOH Procurement Division of any rejected, refused, or unfulfilled orders.

5.4.4.2 In the event of five (5) documented failed orders, the WVDOH obligation under Section 5.4.1 of these Specifications will be void.

5.5 Invoicing: Invoices submitted to WVDOH for payment must contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site designation, as listed on ATT A.
- The Contract Item description (as entered by Vendor on ATT A), unit price, quantity, and extended total.
- The agreed upon Contract Item pick-up or delivery date(s).

Failure to provide the above information may result in payment delays or rejection of Vendor's invoice.

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- 5.6 Vendor Reports:** To monitor Purchase and Supply Guarantee obligations, the WVDOH Procurement Division will regularly request delivery and pick-up order data for specific reporting periods. Reports must be submitted in Microsoft Excel spreadsheet format and provide information as shown on the Exhibit 3 (EXH 3) Vendor Report Template. Emergency orders must be prominently indicated.
- 5.6.1** It is the responsibility of the Vendor to provide reports within the deadlines set for each report request. Failure to comply may result in cancellation of the WVDOH obligation under Section 5.4.1 and/or cancellation of Vendor's contract.
- 6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:**
- 6.1 Order Acceptance and Written Verification of Receipt:** Upon receipt of an ADO or any modifications or revisions thereto sent by the WVDOH, Vendor shall advise the ordering Agency in writing of their acceptance or rejection of an ADO. Failure to provide the WVDOH with written acknowledgement of an ADO/revisions within three (3) business days of an ADO being sent shall be considered a refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Payment:** Upon completion of an order, as indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- 6.3 Failed Delivery and Risk of Loss:** The Agency placing an order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor within 36 hours of acceptance of the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete an ADO per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3.1 Liquidated Damages: If the Vendor's delivery completion or correction of deficient deliveries exceed the ADO completion due date or agreed upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless liquidated damages are assessed. The WVDOH may calculate liquidated damages in the amount of \$75.00 per day, per ADO, beginning 15 days after the WVDOH's latest specified ADO deliver by date.

6.3.1.1 Liquidated damages shall be applied by Vendor as an itemized invoice credit for the corresponding ADO.

6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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Sodium Chloride – Roadway Salt - Supplemental

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Vendor Name Change: It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	Jean Szatowski
Telephone Number:	313-488-1891
Fax Number:	312-896-9208
Email Address:	bids@mortonsalt.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

**ROADWAY SALT - SODIUM CHLORIDE - SUPPLEMENTAL
DISTRICT 3 DELIVERY SITE & CONTACT INFORMATION**

EXHIBIT 1

			GPS Coordinates			District Comptroller: Scott Armentrout 304-865-0060 r.scott.armentrout@wv.gov			
COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	LON	LAT	NOTES	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	BILLING ADDRESS
Calhoun	Millstone / Calhoun County Headquarters	7619 S. Calhoun Highway Millstone, WV 25261	-81.1087	38.83870		Chasity Moore	304-354-9227	chasity.r.moore@wv.gov	624 Depot Street Parkersburg, WV 26101
Jackson	Ripley / Jackson County Headquarters	946 Claylick Road Ripley, WV 25271	-81.7335	38.83290		Scott Whited	304-372-7857	scott.r.whited@wv.gov	
	I-77 - Medina Substation	2600 Medina Road Ravenswood, WV 26164	-81.6274	38.99560		Sherry Beaver	304-273-0014	sherry.r.beaver@wv.gov	
Pleasants	Belmont / Pleasants County Headquarters	WV Route 2 Belmont, WV 26134	-81.2637	39.38040		Jessica Brode	304-665-2466	jessica.l.brode@wv.gov	
Ritchie	APD Pennsboro	41 Ritchie Industrial Pk Road Pennsboro, WV 26415	-81.022627	39.27275		Celeste Goodnight	304-659-3028	celeste.p.goodnight@wv.gov	
	Ellenboro / Harrisville Substation	731 Ellenboro Road Harrisville, WV 26362	-81.0448	39.24700		Mary Adams	304-869-3331	mary.c.adams@wv.gov	
	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	-81.0226	39.27270		Leanna Allen	304-420-4703	leanna.r.allen@wv.gov	
	Smithville Substation	#18 Main Street Smithville, WV 26178	-81.0894	39.07430		Mary Adams	304-869-3331	mary.c.adams@wv.gov	
Roane	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	-81.2376	38.62510		Maridith Parker	304-927-0962	maridith.r.parker@wv.gov	
	Ambler Ridge Substation @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	-81.3887	38.59600					
	Roane County Headquarters	269 Charleston Road Spencer, WV 25276	-81.3584	38.78480					
Wirt	Elizabeth Substation	610 Schoolview Street Elizabeth, WV 26143	-81.0448	39.24700		Joyce Nichols	304-275-4211	joyce.a.nichols@wv.gov	
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	-81.5032	39.23650		Tammy McCauley	304-420-4700	tammy.m.mccauley@wv.gov	
	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	-81.5032	39.23650		Leanna Allen	304-420-4703	leanna.r.allen@wv.gov	
	Corridor D @ Riverhill	253 River Hill Road Washington, WV 26181	-81.64601592	39.2587859					

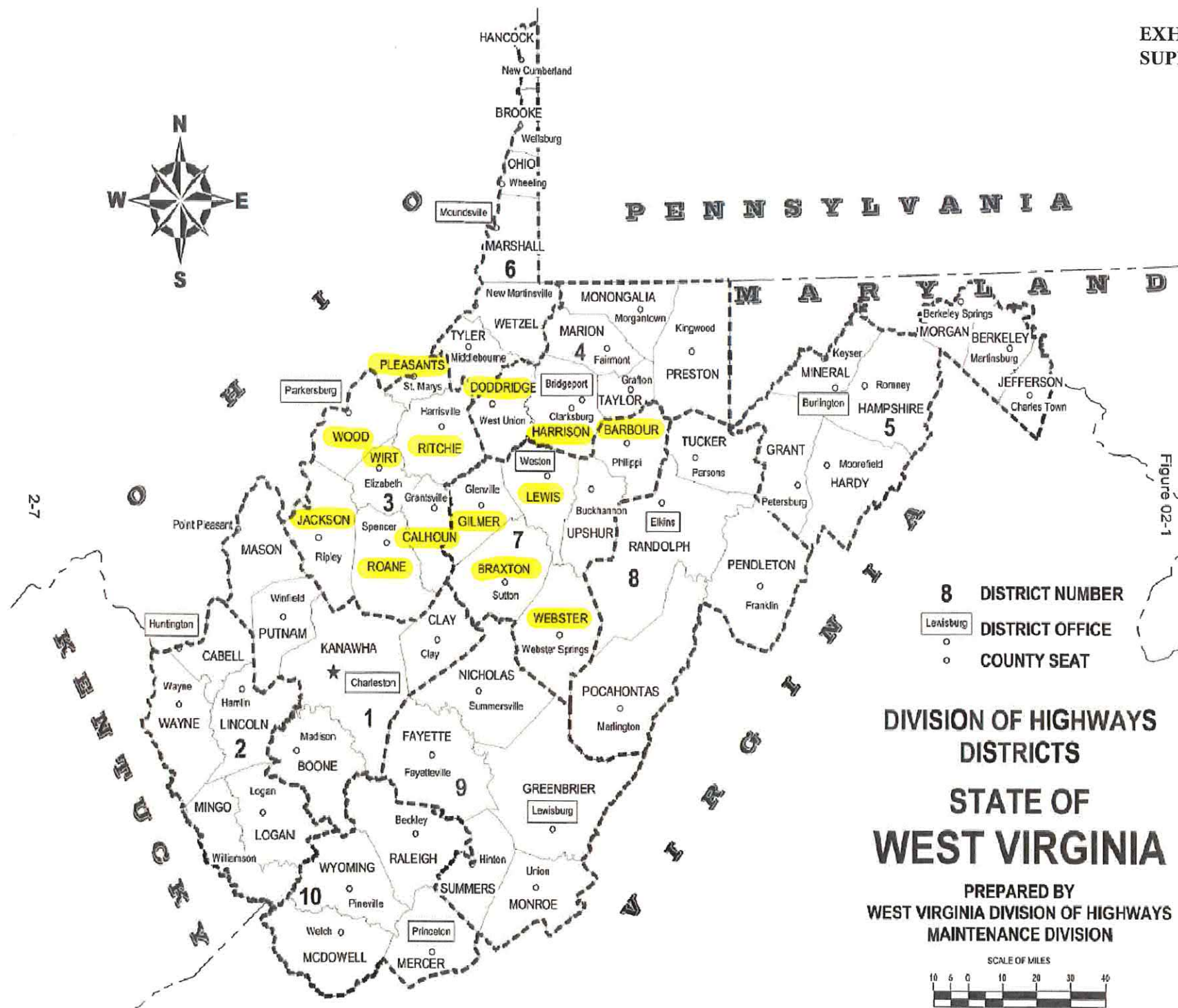


Figure 02-1

ROADWAY SALT - SODIUM CHLORIDE VENDOR REPORT

EXHIBIT 3

Vendor Name: _____

Contract No.: _____

Reporting Period: _____

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

4/30/2027

DATE (MM/DD/YYYY)
04/29/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.c	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1492667 Morton Salt, Inc. 9401 Indian Creek Parkway, Suite 1500 Overland Park KS 66210	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : HDI Specialty Insurance Company		16131
	INSURER B : Starr Indemnity & Liability Company		38318
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER: 17822612****REVISION NUMBER: XXXXXXXX**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	GLCD5717705S	04/30/2026	04/30/2027	EACH OCCURRENCE \$ 1,000,000 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 \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	N	1000679547261	04/30/2026	04/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N	1000005331 (AOS) 1000005332 (WI) 1000014082261 (OH Excess)	04/30/2026 04/30/2026 04/30/2026	04/30/2027 04/30/2027 04/30/2027	☒ PER STATUTE ☐ OTH-ER 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)

RE: Roadway Salt-Sodium Chloride. State of West Virginia is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER**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

17822612State of West Virginia
1900 Kanawha Blvd. E., Bldg. 5
Charleston WV 25305