



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

# Request for Quotation

RFQ NUMBER
6612C010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/07/2011				

BID OPENING DATE: 09/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				775-18		
<p>SALT BRINE (NON-MARCELLUS)</p> <p>REQUEST FOR QUOTATION</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO SUPPLY SALT BRINE (NON-MARCELLUS) PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/16/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

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 VARIOUS LOCALES AS INDICATED  
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09/07/2011				

BID OPENING DATE: **09/21/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

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<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS</p> <p>RFQ. NO.: 6612C010</p> <p>BID OPENING DATE: 09/21/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
***** THIS IS THE END OF RFQ 6612C010 ***** TOTAL: _____						

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## 1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 105.3, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the Vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways  
Contract Administration Division  
Building Five, Room 722  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

## 2. SCOPE OF WORK

The purpose of this contract is to provide for the delivery of Salt Brine (Non-Marcellus) to the various locations listed on Bid Schedule, Section 14. An estimated usage is listed for each location. Actual quantities to be delivered to each location will be specified in an Agency Release which will be issued by the Division of Highways at the time of need.

## 3. BIDDING INSTRUCTIONS

Bidders submitting bids for a specific county or location within a county shall bid all of that county's locations – one unit price – for the county sites listed on Bid Schedule, Section 14. This shall apply to the listed Interstate, Corridor, and Turnpike sites as well.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for rejection.

The Division of Highways may purchase Salt Brine F.O.B Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highway's trucks by the Vendor, Bid Schedule, Section 13.

#### 4. CONTRACT AWARD

Qualified Vendors who submit a valid bid for "F.O.B. Vendor's Storage Site" will be awarded a contract for this item, Bid Schedule, Section 13.

Qualified Vendors who submit a valid bid for "F.O.B. Division's Storage Site" will be awarded a contract for those locations (by County) for which their bid is low, Bid Schedule, Section 14.

In the event a Vendor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specifications, the Purchase Order Contract may be cancelled and awarded to the next low bidder.

#### 5. DELIVERY

An Agency Release will specify whether Division of Highways will pick up at the Vendor's Storage Site or the Vendor is to deliver to a Division of Highways Storage Site.

When an Agency Release for delivery is issued to an awarded Vendor, from December 1, 2011 through March 31, 2012, a delivery date of seven (7) calendar days shall be established by the Division of Highways and provided on the Agency Release.

In the event the awarded Vendor is unable to comply with the specified delivery schedule and an alternative delivery schedule has not been provided, the Division of Highways reserves the right to cancel the Agency Release.

Original delivery tickets for each delivered load to the Division of Highways' storage sites must be signed and retained by a Division of Highways employee at the delivery location. The delivery ticket shall contain the following information:

- a) The gallons and weight of solution delivered.
- b) The specific gravity of the solution.
- c) A copy of the test results for Section 7 (Sampling and Testing)

#### 6. MINIMUM QUANTITIES

Salt Brine orders will be 3,000 gallons minimum when delivered to only one location. A minimum order of 4,000 gallons may be split between no more than two (2) locations in the same or adjoining county. The Vendor will be required to identify the quantity of Salt Brine that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts, or any other means mutually agreed upon by all parties. The delivered quantity will be agreed upon and indicated on the delivery ticket.

The Vendor shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck will have adequate length of fill hose; quick connects, etc. to fill Division of Highways' storage tanks.



## 7. SAMPLING AND TESTING

### **Only natural salt brine from Non-Marcellus wells will be acceptable.**

Upon award of contract, the Vendor shall provide testing results to the Division of Highways confirming the material meets the allowable levels set in the WVDOH/WVDEP Salt Brine Agreement, Section 8. A radioactivity test shall also be performed and included with the testing results. Include the location, source and formation. Acceptance shall be based on Vendor's certification of quality. This information shall be directed to:

West Virginia Division of Highways  
 Materials Division  
 190 Dry Branch Road  
 Charleston, West Virginia 25306  
 Phone: 304-558-3175

The Division of Highways will conduct sampling and testing to verify material quality.

## 8. WVDOH/WVDEP Salt Brine from Gas Wells Agreement

This agreement by and between the West Virginia Division of Highways and the West Virginia Department of Environmental Protection is limited to the beneficial use of salt brine within the state of West Virginia for roadway prewetting (brine mixed with rock salt and rock salt/abrasive mixes prior to roadway application), anti-icing (brine applied directly to roadway surfaces prior to precipitation), and deicing (brine applied to roadway surfaces during and after the precipitation event). The approved use is limited to the wintertime application of natural gas well brines in order to minimize the formation of bonded snow and ice to roadway surfaces by utilizing the melting capabilities of salt brine.

Only salt brines which meet the following criteria will be used for prewetting, anti-icing, and deicing purposes:

PARAMETER	ALLOWABLE LEVEL
TDS	>200,000 mg/L
Chloride	<175,000 mg/L
Sodium	*<91,500 mg/L
Calcium	*
pH	5.5 to 8.0
Iron	<10 mg/L
Barium	<2 mg/L
Lead	<10 mg/L
Oil and Grease	<10 mg/L
Benzene	<0.5 mg/L
Ethyl Benzene	<0.7 mg/L
Toluene	<1 mg/L
Xylene	<1 mg/L

\*The total of Chloride, Sodium, and Calcium shall be a minimum of 200,000 mg/L with Sodium making up no more than 91,500 mg/L. With Sodium concentrations above 91,500 mg/L, the freezing temperature of the brine actually increases.

All salt brine received shall have a freezing point of less than zero degrees Fahrenheit. The freeze point of the brine shall be determined and submitted to the Division of Highways along with the other tested parameters. The specific gravity of the salt brine shall also be determined. The specific gravity should range from 1.16 to 1.18.

Salt brine managed under this agreement shall not be mixed with other types of solid wastes, including hazardous waste, municipal waste, other residual waste, special handling waste, or regulated radioactive waste.

Nothing in this agreement shall be construed to supersede, amend, or authorize a violation of any of the provisions of any valid and applicable local law, ordinance, or regulation.

The activities authorized by this agreement shall not harm or present a threat of harm to the health, safety, or welfare to people or the environment. The terms of this agreement will be modified or suspended to prevent harm to the public health or environment or if brines cannot be regulated under the condition of this agreement.

Facilities and equipment used for the storage of salt brine shall be maintained in good operating condition. All storage tanks, secondary containment systems, and transfer lines shall be set up and operated in a manner that prevents spills, leaks, or other releases.

Each source of brine used for roadway prewetting, anti-icing, and deicing purposes shall be analyzed for all the criteria listed in this agreement prior to any application of gas well brine. The freezing point of the brine must be determined. Only gas well brine with a freezing point below 0 degrees F will be acceptable. For each new source of salt brine, an analysis of the criteria listed in this agreement shall be submitted to the Division of Highways for approval.

#### 9. ACCEPTANCE PLAN

**Only natural salt brine from Non-Marcellus wells will be acceptable.** Salt brine shall have a freezing point below zero degrees Fahrenheit. Specific gravity should range from 1.16 to 1.18. However, acceptance will be based on the freeze point determination and corresponding specific gravity. Salt brine with a freeze point above zero degrees Fahrenheit will not be acceptable. The Vendor will be required to remove unacceptable salt brine from the Division's storage tanks at the Vendor's expense.

#### 10. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia, the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the above prices, terms and conditions of this bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State, he is bound to extend them upon issuance of a purchase order by these entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangements for payment.

11. **VENDOR'S INVOICES**

Vendors are encouraged to utilize a paperless invoice process submitting the following information via email to the Division of Highways ordering locations:

- a) The gallons and weight of the solution delivered to each location.
- b) The Agency Release number and this Contract Number.
- c) Total quantity and unit price with the total cost of material furnished.

NOTE: Under no circumstance will the Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the Agency Release.

12. **PURCHASING CARD ACCEPTANCE**

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful Vendor must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any state agency as a condition of award.

13. BID SCHEDULE  
Salt Brine (Non-Marcellus)  
Delivery: F.O.B. Vendor's Storage Site

6612C010

<u>Location of Storage Site</u>	<u>Cost Per Ton*</u>
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\*Bid price shall include cost of  
vendor loading District's trucks.



14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 1

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Clay	Clay	5,000		
Kanawha	I-64 @ Scary Creek	3,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	3,000		
Kanawha	I-77 @ Sissonville	3,000		
Kanawha	I-79 @ Amma	3,000		
Kanawha	Corridor G @ Alum Creek	3,000		
Putnam	Hurricane @ Rt. 34	5,000		

**TOTAL** \_\_\_\_\_

14. BID SCHEDULE 6612C010  
Salt Brine (Non-Marcellus)  
Delivery: F.O.B. WV Division of Highways Storage Site  
DISTRICT 2

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Logan	Corridor G @ Chapmanville	5,000		
Mingo	Corridor G @ Miller's Creek	5,000		

**TOTAL** \_\_\_\_\_

14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 3

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Calhoun	Millstone	12,000		
Jackson	Ripley	14,000		
Jackson	I-77 @ Medina	9,500		
Pleasants	Belmont	6,000		
Ritchie	APD Pennsboro	4,500		
Ritchie	Ellenboro	4,500		
Ritchie	Corridor D @ Nutter Farm	4,500		
Ritchie	Smithville	4,500		
Roane	Lefthand @ WV 36	4,000		
Roane	Amber Hill @ US 119	4,000		
Roane	Spencer	4,000		
Wirt	Elizabeth	6,000		
Wood	Parkersburg @ Rt. 95S	13,000		
Wood	I-77 @ Parkersburg	8,500		
Wood	Corridor D @ Riverhill	8,500		

TOTAL \_\_\_\_\_

14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 4

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Harrison	Gore	41,000		
Harrison	I-79 @ Lost Creek	4,000		
Harrison	APD 50 @ Tunnel Hill	5,000		
Marion	Fairmont	13,000		
Marion	Mannington	3,000		
Monongalia	I-79 @ Goshen Road	5,000		
Monongalia	Ridgedale	42,000		
Monongalia	Pentress	3,000		
Preston	Bruceton Mills	3,000		
Preston	Albright	5,000		
Preston	Terra Alta	3,000		
Preston	Fellowsville	3,000		
Preston	Aurora	3,000		
Preston	I-68 @ Copper's Rock	3,000		
Taylor	Fetterman/Prunytown	10,000		

**TOTAL** \_\_\_\_\_



14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 5

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Berkeley	I-81 @ Martinsburg	18,000		
Berkeley	I-81 @ Exit 12	6,000		
Grant	Petersburg	6,000		
Grant	Mt. Storm	12,000		
Hampshire	Romney	12,000		
Hampshire	Capon Bridge	6,000		
Hampshire	Slanesville	6,000		
Hardy	Moorefield	12,000		
Hardy	Baker	12,000		
Hardy	Corridor H, Section 2; Moorefield	6,000		
Jefferson	Charles Town	12,000		
Mineral	Burlington	12,000		
Mineral	New Creek	6,000		
Mineral	Short Gap	6,000		
Mineral	Sky Line	12,000		
Morgan	Berkeley Springs	6,000		

**TOTAL** \_\_\_\_\_

14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 6

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Brooke	Wellsburg	8,000		
Brooke	Weirton	8,000		
Hancock	New Manchester	16,000		
Marshall	Glen Dale	16,000		
Marshall	Cameron	16,000		
Ohio	Triadelphia	8,000		
Ohio	I-70 @ Triadelphia	12,000		
Tyler	Sistersville	16,000		
Wetzel	New Martinsville	8,000		
Wetzel	Pine Grove	8,000		
Wetzel	Hundred	8,000		

**TOTAL** \_\_\_\_\_

14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 7

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Barbour	Phillipi	3,000		
Barbour	Belington	3,000		
Braxton	Gassaway	3,000		
Braxton	I-79 @ Coon Knob	5,000		
Braxton	I-79 @ Burnsville	5,000		
Gilmer	Glenville	3,000		
Lewis	Weston (Ben Dale)	3,000		
Lewis	Corridor H @ Mudlick	3,000		
Upshur	Buckhannon/0782 Corridor H	7,500		
Upshur	Kanawha Head	3,000		
Webster	Hacker Valley	3,000		

TOTAL \_\_\_\_\_

14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 8

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pocahontas	Bartow (Thornwood)	3,000		
Pocahontas	Greenbank	3,000		
Pocahontas	Marlinton	3,000		
Pocahontas	Seebert	3,000		
Pocahontas	Slaty Fork	3,000		
Randolph	Corridor H Lot @ Elkins	3,000		
Randolph	Elkins	3,000		
Randolph	Harman	3,000		
Randolph	Mill Creek	3,000		
Tucker	Parsons	7,500		
Tucker	Thomas	7,500		

TOTAL \_\_\_\_\_



14. BID SCHEDULE 6612C010  
 Salt Brine (Non-Marcellus)  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 9

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Fayette	Corridor L @ Oak Hill	3,000		
Fayette	Lookout	4,500		
Fayette	Oak Hill	3,600		
Greenbrier	Crawley	3,000		
Greenbrier	I-64 @ Hart's Run	3,000		
Greenbrier	Lewisburg	3,000		
Nicholas	Corridor L @ Muddlety	3,000		
Nicholas	Curtin	3,000		
Nicholas	Summersville	3,000		

TOTAL \_\_\_\_\_

14. BID SCHEDULE 6612C010  
Salt Brine (Non-Marcellus)  
Delivery: F.O.B. WV Division of Highways Storage Site  
DISTRICT 10

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Mercer	I-77 @ Princeton	6,000		
Raleigh	I-64 @ Bragg	6,000		

**TOTAL** \_\_\_\_\_

14. BID SCHEDULE 6612C010  
Salt Brine (Non-Marcellus)  
Delivery: F.O.B. WV Division of Highways Storage Site  
WV Turnpike

**One Unit Price per county.**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Kanawha	Chelyan	5,000		
Kanawha	Standard	5,000		
Mercer	Princeton	5,000		
Raleigh	Beckley	5,000		
Raleigh	Ghent	5,000		

TOTAL \_\_\_\_\_  
GRAND TOTAL \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_

Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

**1. Specifications**

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**2 Delivery**

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**3 Invoicing**

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4 Award

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Other:

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