



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.

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List View

- General Information**
- Contact
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- Clarification Request

Procurement Folder: 1302451	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0803
Vendor ID: 000000191163	SO Doc ID: DOT2400000026
Legal Name: COMPASS MINERALS AMERICA INC	Published Date: 10/13/23
Alias/DBA:	Close Date: 11/1/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 10/31/2023	Status: Closed
Response Time: 15:36	Solicitation Description: Roadway Salt - Sodium Chloride 6624C021
Responded By User ID: Saltseller1	Total of Header Attachments: 2
First Name: Harrison	Total of All Attachments: 2
Last Name: Green	
Email: highwaygroup@compassmin	
Phone: 800-323-1641	



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: 1302451
Solicitation Description: Roadway Salt - Sodium Chloride 6624C021
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-11-01 13:30	SR 0803 ESR10312300000002150	1

VENDOR
 000000191163
 COMPASS MINERALS AMERICA INC

Solicitation Number: CRFQ 0803 DOT2400000026
Total Bid: 0
Response Date: 2023-10-31
Response Time: 15:36:22
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	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: All Pricing is on the attachment Exhibit A.

Extended Description:

DELIVERY of Roadway Salt - Sodium Chloride for use in snow removal and ice control throughout the state of West Virginia.
 VENDOR NOTE: Bid evaluation will be based on the bid prices submitted on the Pricing Pages Attachment A (ATT A) and Attachment B(ATT B). Vendor's entries of bid prices or other notations made in the wvOASIS commodity lines/descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: All Pricing is on the attachment Exhibit A.

Extended Description:

PICK-UP of Roadway Salt - Sodium Chloride for use in snow removal and ice control throughout the state of West Virginia.
 VENDOR NOTE: Bid evaluation will be based on the bid prices submitted on the Pricing Pages Attachment A (ATT A) and Attachment B(ATT B). Vendor's entries of bid prices or other notations made in the wvOASIS commodity lines/descriptions will not be considered for bid evaluation or award.



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
 Highways

Proc Folder: 1302451			Reason for Modification:
Doc Description: Roadway Salt - Sodium Chloride 6624C021			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-13	2023-11-01 13:30	CRFQ 0803 DOT2400000026	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000001911163

Vendor Name : Compass Minerals America Inc.

Address : 9900 W. 109th Street

Street :

City : Overland Park

State : Kansas **Country :** USA **Zip :** 66210

Principal Contact : Joel Gerdes

Vendor Contact Phone: 800-323-1641 **Extension:** 2

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

Vendor Signature X  **FEIN#** 48-1047632 **DATE** 10/31/23

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

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
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

PICK-UP of Roadway Salt - Sodium Chloride for use in snow removal and ice control throughout the state of West Virginia.

VENDOR NOTE: Bid evaluation will be based on the bid prices submitted on the Pricing Pages Attachment A (ATT A) and Attachment B(ATT B). Vendor's entries of bid prices or other notations made in the wvOASIS commodity lines/descriptions will not be considered for bid evaluation or award.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-10-23

	Document Phase	Document Description	Page 4
DOT2400000026	Final	Roadway Salt - Sodium Chloride 6624C021	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority to establish an open end, multiple award contract for the delivery of sodium chloride, F.O.B. for use in snow removal and ice control throughout the state of West Virginia. Vendor may also provide options for WVDOH pick-up from its storage sites.

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 **“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, formerly known as the American Society for Testing and Materials. Reference: www.astm.org

 - 2.3 **“Attachment A,” “Pricing Pages,” or “ATT A”** – interchangeable terms referring to the schedule of Pricing Pages attached hereto as **Attachment A (“ATT A”)** upon which Vendor should list its pricing for the delivery of sodium chloride to designated WVDOH locations or for pick-up from Vendor storage locations.

 - 2.4 **“Contract Item” or “Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

 - 2.5 **“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.

 - 2.6 **“Emergency Requests”**- requests for Contract Items to be fulfilled without delay, 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.

 - 2.7 **“F.O.B.” or “Free on Board”** – indicates that the price for goods 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.

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Roadway Salt – Sodium Chloride

- 2.8 “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 per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.
- 2.9 “MSDS” and “Material Safety Data Sheets”** – detailed informational documents provided by manufacturers outlining the physical and chemical properties of a product, potential physical and health hazards, and procedures for safe handling.
- 2.10 “MP”** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.12 “Roadway Salt,” “Sodium Chloride,” 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” or “Agency”**– means the West Virginia Division of Highways.
- 2.15 “WV Parkways” and “Agency”** – means the West Virginia Parkways Authority.

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 Sections 636 and 715, as amended.

A free electronic copy of the Standard Specs may be obtained by sourcing: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items specified herein on an open-end and continuing basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Sodium Chloride: Vendor provided sodium chloride shall conform to the requirements of ASTM D632 (Reference Exhibit 1 “EXH 1”) and testing requirements of ASTM E534 (Reference Exhibit 2 “EXH 2”). Vendor shall provide its sodium chloride supply source, the supplier’s certification of quality and gradation, and MSDS information with its bid submission. (Reference

3.2.2 Anti-Clumping Material: If an anti-clumping agent may potentially be applied to Vendor provided sodium chloride, Vendor shall provide MSDS information for its anti-clumping agent with its bid submission.

3.2.3 Sampling and Testing: Acceptance shall be based on approval of the suppliers’ certification of quality and gradation. MCS&T may conduct sampling and testing 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 Road
Charleston, WV 25306
Phone: 304-558-3160

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/WVDOH District Manager or designee, any supplied sodium chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOH. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from the delivered material by Agency personnel, 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 in excess of 2.0% per delivery and shall deduct the excess weight from the price.

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Roadway Salt – Sodium Chloride

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 price*)

3.2.5 Unacceptable Material: Upon visual observation and, at the discretion of the WVDOH District Engineer or designee, if sodium chloride provided by Vendor is deemed unsatisfactory or in violation of ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.4 or reject the delivery.

3.2.5.1 Sodium chloride that contains large clumps or foreign material (i.e., dark colored contaminants, charcoal, cinders, or debris) will be rejected immediately.

3.2.5.2 The decision of the WVDOH District Engineer or their designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended. 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 replace the rejected order amount within five (5) days of its notice of unacceptable material. Vendor shall not charge a restocking fee if returned materials are in resalable condition.

3.2.5.3 If the supplier disputes the WVDOH District Manager or designee's determination, they may file a complaint with the WVDOH Operations Division Director for a review and final decision within seven (7) business days of receiving notification of the unacceptable material.

4. CONTRACT AWARD: This Contract is intended to provide Agencies with a purchase price per ton for roadway salt. A Contract shall be awarded to all qualified Vendors providing the lowest bid per County (delivery) and whose materials meet the required specifications of this Contract. A WVDOH District/County map is provided as Exhibit 4 (“EXH 4”)

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, materials, delivery, and labor to provide the Contract Item. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated

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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 should type or electronically enter the information into the Pricing Page spreadsheets to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Page spreadsheets for bid purposes by sending an email request to: John.W.Estep@wv.gov.

4.1.2 Vendor shall provide a price per ton for the delivery of roadway salt, F.O.B., to any or all District/County delivery sites identified on ATT A. Detailed Agency delivery site information by District is provided as Exhibit 3 ("EXH 3").

4.1.3 Vendor may provide a price per ton and storage location information for Agency pick-up of roadway salt on ATT A. Vendor pricing shall include the loading of Agency vehicles by Vendor in its pricing.

4.1.4 Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award. Submitting Pricing Pages other than those provided with this solicitation shall result in the disqualification of all Contract Items bid.

4.2 **Cooperative Contracting:** Purchase prices on all Contract Items in this contract, available for the WVDOH and the West Virginia Parkways Authority, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5. ORDERING, DELIVERIES, GUARANTEES, AND REPORTS:

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. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 **Agency Delivery Orders ("ADO"):** District personnel must issue an ADO from wvOASIS for specific quantities of material to be delivered to Agency locations listed on ATT A or for pick-up from Vendor locations listed on ATT A 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

REQUEST FOR QUOTATION
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Agency is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **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 initiated within two (2) business days of receipt by Vendor. The determination of an emergency request will be in accordance with Section 2.6 of this Solicitation and will be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

5.2.1.1 Emergency requests shall be treated as a priority and fulfilled by Vendor without delay. Emergency orders shall be paid at a rate of 105% of the Vendor's awarded price.

5.2.2 Extended Delivery Orders: The WVDOH 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. Vendor shall communicate in writing any issues or potential disruption in the shipment of an extended delivery order.

5.2.2.1 The ordering Agency guarantees acceptance of the total extended order amount, per the delivery dates designated on the ADO.

5.2.2.2 Upon acceptance of an extended delivery order, Vendor guarantees fulfillment of the order to its completion, per the delivery dates designated on the ADO.

5.3 Deliveries: Vendor shall deliver standard orders within 10 business days and emergency orders within two (2) business days after orders are received/accepted by Vendor, unless otherwise directed by the 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 arrangements for successive deliveries of the remaining amount must be made with the ordering Agency.

5.3.1 Vendor shall ship all orders in accordance with Sections 5 and 6 of these contract 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.

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5.3.2.1 Vendor shall provide a pick-up/weight scale ticket for material orders obtained directly from a Vendor's storage site by an Agency. The pick-up ticket must be signed by Vendor storage site personnel and a copy must be provided to the ordering Agency at the time of pick-up.

5.4 Purchase Guarantee: The WVDOH shall guarantee order fulfillment of 60% of the estimated quantity awarded statewide to Vendor. The purchase guarantee shall apply to the statewide total tonnage awarded to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated quantity comes to 43,000 tons, the purchase guarantee amount shall be calculated as follows:

- 43,000 tons x 60% = 25,800 tons. The WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.5 Supply Guarantee: Vendor shall guarantee the availability of 120% of its estimated statewide awarded quantity for WVDOH delivery and/or pick-up. The supply guarantee shall apply to the statewide total tonnage awarded to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated quantity comes to 43,000 tons, the source guarantee amount shall be calculated as follows:

- 43,000 tons x 120% = 51,600 tons. Vendor shall guarantee the availability of 51,600 tons for WVDOH pick-up and/or delivery throughout the term of the contract.

5.5.1 Orders Beyond 120%: The Agency reserves the right to place orders that exceed a Vendor's 120% source guarantee. Orders placed in excess of a Vendor's 120% source guarantee shall be paid at a rate of 110% of the Vendor's awarded price. Placement of these orders and commencement of deliveries shall be in accordance with Sections 5 and 6 of these contract specifications.

5.6 Vendor Reports: Vendor shall provide reports to the WVDOH Operations Division upon request. Reports shall be submitted in a spreadsheet format and detail: order date, ADO purchase order (P.O.) number, tons ordered, and tons delivered/picked up for the requested period of time. Order data for delivery orders shall also detail the District/County delivery sites, as listed on ATT A. Order data for pick-up orders shall also identify the vendor storage site that material was obtained from. Failure to supply such reports may be grounds for cancellation of this Contract.

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Roadway Salt – Sodium Chloride

6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:

- 6.1 Order Acceptance and Written Verification of Receipt:** Upon receipt of a standard or extended delivery ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any revisions/modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/revisions within five (5) days of a standard order being sent shall be considered 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. The quantity of materials requested on the rejected ADO shall still be applied to the Agency's purchase guarantee amounts with that specific Vendor.
- 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 the project 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.

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 of goods/services or corrections thereto exceeds the Delivery Order completion due date or timeframe, the Vendor shall agree that no extension of contract time will be

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Roadway Salt – Sodium Chloride

granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified Delivery Order due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

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.

REQUEST FOR QUOTATION
Roadway Salt – Sodium Chloride

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

7.2.1 Immediate cancellation of the Contract.

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 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: Harrison Green, Manager Highway Sales

Telephone Number: 800-323-1641

Fax Number: 913-338-7945

Email Address: Highwaygroup@compassminerals.com

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

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 from the effective date. 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 zero (0) 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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.b.

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 heath, 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.

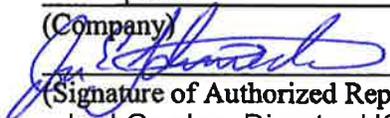
(Printed Name and Title) Harrison Green, Manager Highway Sales
(Address) 9900 W. 109th St. Overland Park KS 66210
(Phone Number) / (Fax Number) 800-323-1641 / 913-338-7945
(email address) highwaygroup@compassminerals.com

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.

Compass Minerals America Inc.

(Company)

 For Joel Gerdes, Director US Highway Sales

(Signature of Authorized Representative)

Joel Gerdes, Director US Highway Sales

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

800-323-1641 / 913-338-7945

(Phone Number) (Fax Number)

highwaygroup@compassminerals.com

(Email Address)



9900 W. 109th Street,
Overland Park, KS 66210

October 24, 2023

Re: Certificate of Insurance

To whom it may concern:

This note is to inform you that our Certificate of Insurance renewals all take place on an annual basis and that date is November 1st of each year. The existing Certificate of Insurance for the State of West Virginia that we have included in the bid documents runs through November 1, 2023 and then the new Certificate of Insurance will pick up once renewal is completed.

As soon as the renewed document is available it will be sent to you, in the meantime if Compass Minerals America Inc. is awarded business the existing COI will keep everything covered as it should.

Please let us know if any questions.

Sincerely,

Compass Minerals America Inc. Team

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

June 7, 2023

The undersigned, being the sole member of the board of directors (the "Board") of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consents in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
Teresa D. Cook	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James D. Standen	Chief Commercial Officer
James A. Vanderwel	Treasurer
Jon Schnieders	Vice President, Salt
Bill Crooks	Director, Customer Service
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	National Sales Manager
Greg Traen	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Harrison Green	Highway Sales Manager
Jason Fritz	Highway Sales Manager
Austin Hilbrands	Highway Sales Manager
Tess Virden	Sales Manager

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

The undersigned has caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means.



Lorin Crenshaw

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Compass Minerals America Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 9900 West 109th St., Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Overland Park, KS 66210	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number									
4	8	-	1	0	4	7	6	3	2

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Mary Wells</i>	Date ▶ January 18, 2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CREDIT INFORMATION

FIRM NAME: Compass Minerals America Inc. **PHONE:** (913) 344-9100
PRINCIPAL ADDRESS: 9900 W. 109th St., Suite 100 **FEDERAL ID CODE:** 48-1047632
Overland Park, Kansas 66210
MAILING ADDRESS: Same **DATE INCORPORATED:** 01/21/88
OTHER LOCATIONS: Chicago, IL; Duluth, MN; **DATE STARTED:** 1917
Ogden, UT; Lyons, KS; **TYPE OF BUSINESS:** Manufacturing
Cote Blanche, LA; Buffalo, NY

OFFICERS:

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
James D. Standen	Chief Commercial Officer
George J. Schuller, Jr.	Chief Operations Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James A. Vanderwel	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Product Data Sheet

Production Location

- Goderich, Ontario - Canada

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size
- No more than 30% of product passes 30-mesh screen

Physical Properties

- Bulk Density: 72 lb/ft³
- Average Particle Size: 0.146" (3.7mm)

Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 ppm

Method of Analysis

- American Society for Testing and Materials Procedures D632 and E534
- All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Chemical Analysis

Constituent	Formula		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

Particle Size

U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

Packaging

Description	Old Product Code	New Product Code
Bulk	6615	613544

Product Data Sheet

Production Location

- Cote Blanche, Louisiana - USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size
- No more than 30% of product passes 30-mesh screen

Physical Properties

- Bulk Density: 72 lb/ft³
- Average Particle Size: 0.146" (3.7mm)

Admixture

- Yellow Prussiate of Soda (YPS) added to a max of 70 ppm

Method of Analysis

- American Society for Testing and Materials Procedures D632 and E534
- All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Chemical Analysis

Constituent	Formula		ASTM Spec
Sodium Chloride	NaCl	(%)	95% min

Particle Size

U.S.S. Mesh	Tyler Mesh	Open (Inches)	ASTM Spec % Passing
1/2	1/2	0.5	100
0.375	0.375	0.375	95 - 100
4	4	0.187	20 - 90
8	8	0.0937	10 - 60
30	28	0.0234	0 - 15

Packaging

Description	Old Product Code	New Product Code
Bulk	7608	613624
Bulk, Untreated		2932815

1. Identification

Product identifier	Sodium Chloride
Other means of identification Synonyms	Sifto Water Care Products, Sifto Safe Step Extreme, Safe Step 3500 Max-Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Series Econo Blend Blue 370, IceAway Rock Salt, IceAway Turbo, IceAway Turbo Blue, MaxiFonte, Natural Salt water care, Sun Soft Water Care Products, ProSoft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Blend, Safe Step 4300 Dual Blend Blue, Safe Step 6300 Enviro- Blend, Safe Step Pro Series 550, Safe Step Pro Series 570, Industrial Purity Industrial Products, Safe Step Pro Series 960 Choice Formula, Safe Step Sure Paws, Salt brine, Sifto Salt, Sifto Safe Step Enviro-Guard, Sifto Safe Step Ice Salt, Sifto Safe Step Sure Paws, SureSoft water care products, Thawrox Treated salt, Winter Storm, Winter Storm Blue, DriRox
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Compass Minerals America Inc.
Address	9900 West 109th Street, Suite 100 Overland Park KS 66210 United States
Telephone	913-344-9200
Website	http://www.compassminerals.com/
E-mail	techservicesrequests@compassminerals.com
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone: 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazard identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
WHMIS 2015 defined hazards	Not classified
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)	None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)	None known
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on ingredients

Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments Non-hazardous by WHMIS/OSHA criteria

4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	May include and are not limited to: Oxides of sodium.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/Personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Safety glasses if eye contact is possible.

Skin protection**Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and chemical properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Oxides of sodium.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Teratogenicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not classified.

Chronic effects Not classified.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.

Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.
U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.	
Export Control List (CEPA 1999, Schedule 3)	Not listed.	
Greenhouse Gases	Not listed.	
Precursor Control Regulations	Not regulated.	
WHMIS 2015 Exemptions	Not controlled	
US federal regulations	This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.	
SARA 304 Emergency release notification	Not regulated.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)	Not listed.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)		
SARA 302 Extremely hazardous substance	No	
SARA 311/312 Hazardous chemical	No	
SARA 313 (TRI reporting)	Not regulated.	
Other federal regulations		
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.	
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.	
US state regulations	See below	
US. California Proposition 65	California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.	

Inventory status

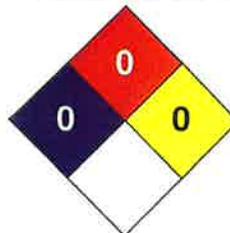
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 0
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

16-August-2021

Version #

03

Effective date

16-August-2021

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Further information

Not available.

Other information

For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 1 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site Information" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: Compass Minerals America Inc.

DISTRICT 1			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Boone</i>	Clinton @ WV85	100	
	Rock Creek	0	
	Seth	0	
<i>Boone County Total Estimated</i>		<i>100</i>	<i>\$97.92</i>
<i>Clay</i>	Widen Road & CR 11	0	
	Maysel	0	
<i>Clay County Total Estimated</i>		<i>0</i>	<i>\$100.90</i>
<i>Kanawha</i>	Chelyan	0	
	Elkview	0	
	North Charleston	0	
	St. Albans	0	
	I-64 @ Rt. 119 and Penn. Avenue	300	
	I-77 @ Sissonville	300	
	I-79 @ Amma	300	
	Corridor G @ Alum Creek	300	
<i>Kanawha County Total Estimated</i>		<i>1,200</i>	<i>\$91.07</i>
<i>Mason</i>	Glenwood	0	
	Pt. Pleasant @ Fairground Rd.	300	
	Pt. Pleasant @ Jackson Ave.	0	
<i>Mason County Total Estimated</i>		<i>300</i>	<i>\$87.50</i>
<i>Putnam</i>	Red House	0	
	Hurricane @ Rt. 34	0	
	I-64 @ Scary Creek	300	
<i>Putnam County Total Estimated</i>		<i>300</i>	<i>\$91.03</i>
DISTRICT 1 TOTAL		1,900	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 2 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site Information" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: Compass Minerals America Inc.

DISTRICT 2			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Cabell</i>	Barboursville / Cabell Co. HQ	800	
	Huntington I-64 Section 1	850	
	Huntington 31st Bridge	0	
	Huntington 17th St. Bridge	0	
<i>Cabell County Total</i>		<i>1,650</i>	<i>\$86.10</i>
<i>Lincoln</i>	West Hamlin	700	
	Yawkey	200	
	Harts	300	
<i>Lincoln County Total</i>		<i>1,200</i>	<i>\$89.05</i>
<i>Logan</i>	Corridor G @ Chapmanville	550	
	Wilkinson Substation	150	
	Man Substation	100	
	Hickory Lane	0	
<i>Logan County Total</i>		<i>800</i>	<i>\$97.03</i>
<i>Mingo</i>	Corridor G @ Miller's Creek, Bldg #03011	100	
	Mingo Cty @ Miller's Creek, Bldg #03025	100	
	Gilbert Substation	100	
	Mingo 119 South	0	
<i>Mingo County Total</i>		<i>300</i>	<i>\$96.50</i>
<i>Wayne</i>	Pritchard Substation	0	
	Wayne County Headquarters	1,300	
	Crum Substation	0	
	Heartland Intermodal Gateway	0	
<i>Wayne County Total</i>		<i>1,300</i>	<i>\$87.50</i>
DISTRICT 2 TOTAL		5,250	

ROADWAY SALT - SODIUM CHORIDE
Attachment A Pricing Pages
District 3 - Delivery

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site Information" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: Compass Minerals America Inc.

DISTRICT 3			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Calhoun</i>	Millstone	500	
<i>Calhoun County Total</i>		500	\$96.02
<i>Jackson</i>	Ripley / Jackson Co. HQ	1,900	
	I-77 @ Medina	900	
<i>Jackson County Total</i>		2,800	\$89.59
<i>Pleasants</i>	Belmont	1,000	
<i>Pleasants County Total</i>		1,000	\$82.34
<i>Ritchie</i>	APD Pennsboro	700	
	Ellenboro / Harrisville Substation	2,000	
	Greenwood	350	
	Corridor D @ Nutter Farm	350	
	Smithville Substation	350	
<i>Ritchie County Total</i>		3,750	\$77.98
<i>Roane</i>	Lefthand @ WV 36	150	
	Ambler Ridge Substation @ US 119	150	
	Roane County HQ	1,200	
<i>Roane County Total</i>		1,500	\$95.31
<i>Wirt</i>	Harrisville Substation	750	
<i>Wirt County Total</i>		750	\$87.51
<i>Wood</i>	Parkersburg @ Rt. 95S	100	
	I-77 @ Parkersburg	100	
	Corridor D @ Riverhill	100	
<i>Wood County Total</i>		300	\$84.50
DISTRICT 3 TOTAL		10,600	

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

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Vendor Name: Compass Minerals America Inc.

DISTRICT 4			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	West Union	1,000	
<i>Doddridge County Total</i>		1,000	\$82.50
<i>Harrison</i>	Harrison Co. HQ	5,500	
	Saltwell	500	
	Lost Creek Substation	1,500	
	Tunnel Hill Substation	1,500	
<i>Harrison County Total</i>		9,000	\$93.31
<i>Marion</i>	Marion Co. HQ	1,500	
	Mannington Substation	1,000	
<i>Marion County Total</i>		2,500	\$93.21
<i>Monongalia</i>	Goshen Rd. Substation	2,000	
	Monongalia Co. HQ	5,000	
	Pentress Substation	1,000	
<i>Monongalia County Total</i>		8,000	\$95.48
<i>Preston</i>	Bruceton Mills Substation	2,500	
	Preston Co. HQ	1,200	
	Terra Alta Substation	1,000	
	Fellowsville Substation	1,000	
	Aurora Substation	1,000	
	Cooper's Rock Substation	2,000	
<i>Preston County Total</i>		8,700	\$96.51
<i>Taylor</i>	Taylor Co. HQ	1,600	
<i>Taylor County Total</i>		1,600	\$93.58
DISTRICT 4 TOTAL		30,800	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 5 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 5			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Berkeley</i>	Martinsburg Headquarters - 0571 Storage Bldg	500	
	Tabler Station - 0502 Storage Bldg	500	
	Berkeley County Headquarters	500	
<i>Berkeley County Total</i>		1,500	No Bid
<i>Grant</i>	Grant Co. HQ	200	
	Mt. Storm Substation	1,000	
	Corridor H @ Knobley Road	500	
<i>Grant County Total</i>		1,700	No Bid
<i>Hampshire</i>	Hampshire Co. HQ	500	
	Capon Bridge Substation	400	
	Slanesville	300	
<i>Hampshire County Total</i>		1,200	No Bid
<i>Hardy</i>	Hardy Co. HQ	500	
	Baker Substation	500	
<i>Hardy County Total</i>		1,000	No Bid
<i>Jefferson</i>	Jefferson County Headquarters - 0519 Storage Bldg	500	
	9/340 Expressway Headquarters - 0564 Storage Bldg	500	
<i>Jefferson County Estimated Total</i>		1,000	No Bid
<i>Mineral</i>	Mineral Co. HQ	500	
	Skyline Substation	400	
	Short Gap Substation	300	
	District 5 HQ	100	
<i>Mineral County Total</i>		1,300	No Bid
<i>Morgan</i>	Morgan Co. HQ	500	
	Largent Substation	300	
<i>Morgan County Total</i>		800	No Bid
DISTRICT 5 TOTAL		8,500	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 6 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 6			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Brooke</i>	Brooke County HQ	1,500	
	US 22 Substation	1,500	
<i>Brooke County Total</i>		3,000	\$94.34
<i>Hancock</i>	Hancock County HQ	2,000	
	<i>Hancock County Total</i>		2,000
<i>Marshall</i>	Marshall Co. HQ	2,900	
	Lynn Camp Substation	700	
	Cameron Substation	1,550	
	Sand Hill Substation	650	
<i>Marshall County Total</i>		5,800	\$95.13
<i>Ohio</i>	Ohio Co. HQ	2,000	
	I-70 Interstate HQ	3,500	
<i>Ohio County Total</i>		5,500	\$91.19
<i>Tyler</i>	Tyler Co. HQ	1,100	
	Centerville Substation	800	
<i>Tyler County Total</i>		1,900	\$85.37
<i>Wetzel</i>	Wetzel Co. HQ	1,100	
	Pine Grove Substation	700	
	Hundred Substation	900	
<i>Wetzel County Total</i>		2,700	\$90.52
DISTRICT 6 TOTAL		20,900	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 7 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 7			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Barbour</i>	Barbour Co. HQ (000111)	1400	
	Belington Substation (000113)	1100	
<i>Barbour County Total</i>		2,500	\$94.83
<i>Braxton</i>	Braxton County HQ (000444)	800	
	Heaters Substation (000431)	600	
	Coon Knob Substation (000405)	1200	
	Burnsville Substation (000432)	1300	
<i>Braxton County Total</i>		3,900	\$95.38
<i>Gilmer</i>	Gilmer County HQ (001110)	700	
<i>Gilmer County Total</i>		700	\$96.77
<i>Lewis</i>	Lewis County HQ (002108)	1200	
	APD (Weston Mudlick) (002187)	900	
<i>Lewis County Total</i>		2,100	\$97.58
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)	2400	
	Tennerton/Upshur County SubHQ (004903)	100	
	Kanawha Head	800	
<i>Upshur County Total</i>		3,300	\$94.57
<i>Webster</i>	Cherry Falls	400	
	RT 20/Cowen Substation (005110)	0	
	Webster County HQ @ Bolair	1000	
	Hacker Valley Substation (005120)	100	
<i>Webster County Total</i>		1,500	\$139.01
DISTRICT 7 TOTAL		14,000	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 8 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 8			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Pendleton</i>	Franklin, 220 North	500	
	Judy Gap Substation	400	
	Brandywine Stockpile	250	
	Sugar Grove Substation	300	
	Onego Stockpile	50	
	Franklin Rt. 220 South Lot	200	
<i>Pendleton County Total</i>		1,700	No Bid
<i>Pocahontas</i>	Pocahontas County HQ	800	
	Seebert Stockpile	500	
	Green Bank Substation	400	
	Bartow Lot	500	
	Snowshoe Stockpile	100	
	Slaty Fork Stockpile	300	
<i>Pocahontas County Total</i>		2,600	No Bid
<i>Randolph</i>	Randolph Co. HQ	800	
	Harman Substation	550	
	Coalton Substation	650	
	Alpena Saltshed	150	
	Valley Head Substation	500	
	Mill Creek Substation	550	
	Pickens Substation	300	
	Corridor H	800	
<i>Randolph County Total</i>		4,300	\$134.03
<i>Tucker</i>	Tucker Co. HQ	700	
	Thomas Substation	700	
	Corrido H - Thomas	500	
<i>Tucker County Total</i>		1,900	\$134.75
DISTRICT 8 TOTAL		10,500	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 9 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 9			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Fayette</i>	Oak Hill APD	5,700	
	Lookout Substation	0	
	Falls View Substation	500	
<i>Fayette County Estimated Total</i>		6,200	\$96.24
<i>Greenbrier</i>	Greenbrier Co. HQ	1,500	
	Crawley Substation	3,200	
	Hart's Run Substation	1,300	
<i>Greenbrier County Estimated Total</i>		6,000	\$105.83
<i>Monroe</i>	Monroe Co. HQ	800	
	Peterstown Substation	600	
<i>Monroe County Estimated Total</i>		1,400	\$115.65
<i>Nicholas</i>	Nicholas Co. HQ	3,000	
	Curtin Substation	2,000	
	Corridor L/Muddlety Substation	3,000	
<i>Nicholas County Estimated Total</i>		8,000	\$99.92
<i>Summers</i>	Summers Co. HQ	1,400	
<i>Summers County Estimated Total</i>		1,400	\$109.98
DISTRICT 9 TOTAL		23,000	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
District 10 - Delivery

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Vendor Name: Compass Minerals America Inc.

DISTRICT 10			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>McDowell</i>	McDowell County HQ	1,800	
	Yukon Substation	270	
	Johnny Cake Substation	450	
	Raysal	450	
<i>McDowell County Estimated Total</i>		2,970	\$123.40
<i>Mercer</i>	Mercer County HQ	2,340	
	Flat Top Substation	270	
	I-77 near Princeton	2,340	
<i>Mercer County Estimated Total</i>		4,950	\$113.50
<i>Raleigh</i>	Raleigh County HQ	7,200	
	Bolt Substation	90	
	Bragg Substation	4,500	
<i>Raleigh County Estimated Total</i>		11,790	\$105.01
<i>Wyoming</i>	Wyoming County HQ	2,700	
	Still Run Substation	900	
	Hanover Outpost	90	
<i>Wyoming County Estimated Total</i>		3,690	\$118.74
DISTRICT 10 TOTAL		23,400	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
WV Parkways Authority - Delivery

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Vendor Name: Compass Minerals America Inc.

WV PARKWAYS AUTHORITY			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Kanawha</i>	Chelyan Maintenance	3000	
	Standard Maintenance	2900	
<i>Kanawha County Estimated Total</i>		<i>5,900</i>	<i>\$95.22</i>
<i>Mercer</i>	Princeton Maintenance	1500	
	<i>Mercer County Estimated Total</i>		<i>1,500</i>
<i>Raleigh</i>	Beckley Maintenance	6700	
	Ghent Maintenance	4100	
<i>Raleigh County Estimated Total</i>		<i>10,800</i>	<i>\$105.95</i>
WV PARKWAYS' TOTAL		18,200	

ROADWAY SALT - SODIUM CHLORIDE
Attachment A Pricing Pages
Agency Pick-up

Vendor shall provide a physical 911 address and provide a price per ton for roadway salt to be available for pick-up by WVDOH Agencies. Vendor pricing shall include cost of Vendor loading Agency trucks.

Vendor Storage Site Locations	Vendor Bid Price (cost per ton)
Hugheston	\$91.00
Shamblin Stone Inc	
2096 Stephen St.	
Hugheston, WV 25110	
Portsmouth	\$82.00
Conley River Terminal	
5150 Gallia Pike	
Portsmouth, OH 45662	
Willow Island	\$87.00
4x Industrial	
8598 S. Pleasant Highway	
St. Marys, WV 26170	
West Elizabeth	\$87.00
RiverLift Industries	
1000 Madison Ave Rte 837	
West Elizabeth, PA 15088	