



# Fax

To: **BUYER: John Estep**

From: Jamie McClain – American Rock Salt Co.

Fax: **(304) 558-3970**

Pages:

Phone: (304) 558-2566

Date: July 3, 2024

Re: **SEALED BID: Roadway Salt**

CC:

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

**SEALED BID: Roadway Salt**

**BUYER: John Estep**

**SOLICITATION NO.: CRFQ 0803 DOT2400000103**

**BID OPENING DATE: July 9, 2024**

**BID OPENING TIME: 1:30 PM, EST**

**FAX NUMBER: 304-558-3970**

RECEIVED

2024 JUL -8 AM 9: 55

WW PURCHASING  
DIVISION

**ROADWAY SALT - SODIUM CHLORIDE**  
**CRQM DOT24\*86 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 1</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Boone</i>	Clinton @ WV85	875	
	Rock Creek	1,200	
	Seth	875	
<b>Boone County Total Estimated</b>		<b>2,950</b>	<b>No Bid</b>
<i>Clay</i>	Widen Road & CR 11	2,000	
	Maysel	100	
<b>Clay County Total Estimated</b>		<b>2,100</b>	<b>No Bid</b>
<i>Kanawha</i>	Chelyan	1,750	
	Elkview	875	
	North Charleston	2,100	
	St. Albans	2,000	
	I-64 @ Rt. 119 and Penn. Avenue	1,750	
	I-77 @ Sissonville	1,400	
	I-79 @ Amma	1,400	
	Corridor G @ Alum Creek	1,400	
<b>Kanawha County Total Estimated</b>		<b>12,675</b>	<b>No Bid</b>
<i>Mason</i>	Glenwood	875	
	Pt. Pleasant @ Fairground Rd.	2,000	
	Pt. Pleasant @ Jackson Ave.	0	
<b>Mason County Total Estimated</b>		<b>2,875</b>	<b>No Bid</b>
<i>Putnam</i>	Red House	500	
	Hurricane @ Rt. 34	1,400	
	I-64 @ Scary Creek	2,000	
<b>Putnam County Total Estimated</b>		<b>3,900</b>	<b>No Bid</b>
<b>DISTRICT 1 TOTAL</b>		<b>24,500</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 2</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Cabell</i>	Barboursville / Cabell Co. HQ	2,950	
	Huntington I-64 Section 1	1,450	
	Huntington 31st Bridge	0	
	Huntington 17th St. Bridge	0	
<b><i>Cabell County Total</i></b>		<b>4,400</b>	<b>No Bid</b>
<i>Lincoln</i>	West Hamlin	2,050	
	Yawkey	800	
	Harts	950	
<b><i>Lincoln County Total</i></b>		<b>3,800</b>	<b>No Bid</b>
<i>Logan</i>	Corridor G @ Chapmanville	1,700	
	Wilkinson Substation	1,250	
	Man Substation	400	
	Hickory Lane	1,000	
<b><i>Logan County Total</i></b>		<b>4,350</b>	<b>No Bid</b>
<i>Mingo</i>	Corridor G @ Miller's Creek, Bldg #03011	600	
	Mingo Cty @ Miller's Creek, Bldg #03025	1,150	
	Gilbert Substation	500	
	Mingo 119 South	0	
<b><i>Mingo County Total</i></b>		<b>2,250</b>	<b>No Bid</b>
<i>Wayne</i>	Pritchard Substation	2,000	
	Wayne County Headquarters	1,650	
	Crum Substation	650	
	Heartland Intermodal Gateway	0	
<b><i>Wayne County Total</i></b>		<b>4,300</b>	<b>No Bid</b>
<b>DISTRICT 2 TOTAL</b>		<b>19,100</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 3</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Calhoun</i>	Millstone	2,000	
	<b><i>Calhoun County Total</i></b>	<b><i>2,000</i></b>	<b>No Bid</b>
<i>Jackson</i>	Ripley / Jackson Co. HQ	1,700	
	I-77 @ Medina	1,050	
	<b><i>Jackson County Total</i></b>	<b><i>2,750</i></b>	<b>No Bid</b>
<i>Pleasants</i>	Belmont	1,450	
	<b><i>Pleasants County Total</i></b>	<b><i>1,450</i></b>	<b>No Bid</b>
<i>Ritchie</i>	APD Pennsboro	500	
	Ellenboro / Harrisville Substation	2,300	
	Corridor D @ Nutter Farm	350	
	Smithville Substation	300	
	<b><i>Ritchie County Total</i></b>	<b><i>3,450</i></b>	<b>No Bid</b>
<i>Roane</i>	Lefthand @ WV 36	350	
	Ambler Ridge Substation @ US 119	250	
	Roane County HQ	1,150	
	<b><i>Roane County Total</i></b>	<b><i>1,750</i></b>	<b>No Bid</b>
<i>Wirt</i>	Elizabeth Substation	950	
	<b><i>Wirt County Total</i></b>	<b><i>950</i></b>	<b>No Bid</b>
<i>Wood</i>	Parkersburg @ Rt. 95S	2,650	
	I-77 @ Parkersburg	100	
	Corridor D @ Riverhill	100	
	<b><i>Wood County Total</i></b>	<b><i>2,850</i></b>	<b>No Bid</b>
<b>DISTRICT 3 TOTAL</b>		<b>15,200</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 4 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 4</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Doddridge</i>	West Union	1,000	
<b><i>Doddridge County Total</i></b>		<b>1,000</b>	<b>\$101.28</b>
<i>Harrison</i>	Harrison Co. HQ	5,000	
	Saltwell	500	
	Lost Creek Substation	1,000	
	Tunnel Hill Substation	1,000	
<b><i>Harrison County Total</i></b>		<b>7,500</b>	<b>\$89.26</b>
<i>Marion</i>	Marion Co. HQ	1,500	
	Mannington Substation	1,000	
<b><i>Marion County Total</i></b>		<b>2,500</b>	<b>\$90.00</b>
<i>Monongalia</i>	Goshen Rd. Substation	1,500	
	Monongalia Co. HQ	4,000	
	Pentress Substation	500	
<b><i>Monongalia County Total</i></b>		<b>6,000</b>	<b>\$90.00</b>
<i>Preston</i>	Bruceton Mills Substation	2,000	
	Preston Co. HQ	1,000	
	Terra Alta Substation	1,000	
	Fellowsville Substation	1,000	
	Aurora Substation	1,000	
	Cooper's Rock Substation	1,500	
<b><i>Preston County Total</i></b>		<b>7,500</b>	<b>\$89.50</b>
<i>Taylor</i>	Taylor Co. HQ	1,200	
<b><i>Taylor County Total</i></b>		<b>1,200</b>	<b>\$92.50</b>
<b>DISTRICT 4 TOTAL</b>		<b>25,700</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 5 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 5</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Berkeley</i>	Martinsburg Headquarters - 0571 Storage Bldg	800	
	Tabler Station - 0502 Storage Bldg	500	
	Berkeley County Headquarters	800	
<b>Berkeley County Total</b>		<b>2,100</b>	<b>\$128.21</b>
<i>Grant</i>	Grant Co. HQ	100	
	Mt. Storm Substation	800	
	Corridor H @ Knobley Road	800	
<b>Grant County Total</b>		<b>1,700</b>	<b>\$104.43</b>
<i>Hampshire</i>	Hampshire Co. HQ	500	
	Capon Bridge Substation	400	
	Slanesville	300	
<b>Hampshire County Total</b>		<b>1,200</b>	<b>\$105.45</b>
<i>Hardy</i>	Hardy Co. HQ	600	
	Baker Substation	600	
<b>Hardy County Total</b>		<b>1,200</b>	<b>\$122.00</b>
<i>Jefferson</i>	Jefferson County Headquarters - 0519 Storage Bldg	900	
	9/340 Expressway Headquarters - 0564 Storage Bldg	900	
<b>Jefferson County Estimated Total</b>		<b>1,800</b>	<b>\$130.87</b>
<i>Mineral</i>	Mineral Co. HQ	500	
	Skyline Substation	400	
	Short Gap Substation	300	
	District 5 HQ	100	
<b>Mineral County Total</b>		<b>1,300</b>	<b>\$108.54</b>
<i>Morgan</i>	Morgan Co. HQ	500	
	Largent Substation	200	
<b>Morgan County Total</b>		<b>700</b>	<b>\$107.97</b>
<b>DISTRICT 5 TOTAL</b>		<b>10,000</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 6 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 6</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Brooke</i>	Brooke County HQ	1,200	
	US 22 Substation	1,200	
<b>Brooke County Total</b>		<b>2,400</b>	<b>\$88.50</b>
<i>Hancock</i>	Hancock County HQ	1,800	
<b>Hancock County Total</b>		<b>1,800</b>	<b>\$91.00</b>
<i>Marshall</i>	Marshall Co. HQ	2,500	
	Lynn Camp Substation	600	
	Cameron Substation	1,200	
	Sand Hill Substation	600	
<b>Marshall County Total</b>		<b>4,900</b>	<b>\$91.00</b>
<i>Ohio</i>	Ohio Co. HQ	1,800	
	I-70 Interstate HQ	3,000	
<b>Ohio County Total</b>		<b>4,800</b>	<b>\$87.00</b>
<i>Tyler</i>	Tyler Co. HQ	1,000	
	Centerville Substation	750	
<b>Tyler County Total</b>		<b>1,750</b>	<b>\$83.15</b>
<i>Wetzel</i>	Wetzel Co. HQ	1,000	
	Pine Grove Substation	650	
	Hundred Substation	850	
<b>Wetzel County Total</b>		<b>2,500</b>	<b>\$85.97</b>
<b>DISTRICT 6 TOTAL</b>		<b>18,150</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 7 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 7</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Barbour</i>	Barbour Co. HQ (000111)	0	
	Barbour Co HQ-Shaw Field	500	
	Belington Substation (000113)	500	
<b>Barbour County Total</b>		<b>1,000</b>	<b>\$97.61</b>
<i>Braxton</i>	Braxton County HQ (000444)	700	
	Heaters Substation (000431)	500	
	Coon Knob Substation (000405)	1100	
	Burnsville Substation (000432)	1300	
<b>Braxton County Total</b>		<b>3,600</b>	<b>\$109.16</b>
<i>Gilmer</i>	Gilmer County HQ (001110)	600	
<b>Gilmer County Total</b>		<b>600</b>	<b>\$107.72</b>
<i>Lewis</i>	Lewis County HQ (002108)	1100	
	APD (Weston Mudlick) (002187)	800	
<b>Lewis County Total</b>		<b>1,900</b>	<b>\$100.36</b>
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)	2300	
	Tennerton/Upshur County Sub HQ (004903)	100	
	Kanawha Head	500	
<b>Upshur County Total</b>		<b>2,900</b>	<b>\$107.35</b>
<i>Webster</i>	Cherry Falls	400	
	RT 20/Cowen Substation (005110)		
	Webster County HQ @ Bolair	500	
	Hacker Valley Substation (005120)	100	
<b>Webster County Total</b>		<b>1,000</b>	<b>\$127.56</b>
<b>DISTRICT 7 TOTAL</b>		<b>11,000</b>	



**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 8 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** American Rock Salt Company LLC

<b>DISTRICT 8</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Pendleton</i>	Franklin, 220 North	400	
	Judy Gap Substation	350	
	Brandywine Stockpile	200	
	Sugar Grove Substation	150	
	Onego Stockpile	300	
	Franklin Rt. 220 South Lot	200	
<b><i>Pendleton County Total</i></b>		<b>1,600</b>	<b>\$107.11</b>
<i>Pocahontas</i>	Pocahontas County HQ	700	
	Seebert Stockpile	500	
	Green Bank Substation	400	
	Bartow Lot	400	
	Snowshoe Stockpile	100	
	Slaty Fork Stockpile	350	
<b><i>Pocahontas County Total</i></b>		<b>2,450</b>	<b>\$129.87</b>
<i>Randolph</i>	Randolph Co. HQ	600	
	Harman Substation	450	
	Coalton Substation	600	
	Alpena Saltshed	400	
	Valley Head Substation	550	
	Mill Creek Substation	500	
	Pickens Substation	250	
	Corridor H	1000	
<b><i>Randolph County Total</i></b>		<b>4,350</b>	<b>\$101.83</b>
<i>Tucker</i>	Tucker Co. HQ	600	
	Thomas Substation	600	
	Corridor H - Thomas	1000	
<b><i>Tucker County Total</i></b>		<b>2,200</b>	<b>\$98.99</b>
<b>DISTRICT 8 TOTAL</b>		<b>10,600</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 9 - 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 & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: American Rock Salt Company LLC

<b>DISTRICT 9</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Fayette</i>	Oak Hill APD	5,600	
	Lookout Substation	0	
	Falls View Substation	600	
<b><i>Fayette County Estimated Total</i></b>		<b>6,200</b>	<b>No Bid</b>
<i>Greenbrier</i>	Greenbrier Co. HQ	1,800	
	Crawley Substation	3,500	
	Hart's Run Substation	700	
<b><i>Greenbrier County Estimated Total</i></b>		<b>6,000</b>	<b>No Bid</b>
<i>Monroe</i>	Monroe Co. HQ	1,000	
	Peterstown Substation	500	
<b><i>Monroe County Estimated Total</i></b>		<b>1,500</b>	<b>No Bid</b>
<i>Nicholas</i>	Nicholas Co. HQ	2,000	
	Curtin Substation	900	
	Fenwick	900	
	Corridor L/Muddlety Substation	3,500	
<b><i>Nicholas County Estimated Total</i></b>		<b>7,300</b>	<b>No Bid</b>
<i>Summers</i>	Summers Co. HQ	1,600	
<b><i>Summers County Estimated Total</i></b>		<b>1,600</b>	<b>No Bid</b>
<b>DISTRICT 9 TOTAL</b>		<b>22,600</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 10 - 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:** American Rock Salt Company LLC

<b>DISTRICT 10</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>McDowell</i>	McDowell County HQ	1,800	
	Yukon Substation	250	
	Johnny Cake Substation	450	
	Raysal	450	
<b><i>McDowell County Estimated Total</i></b>		<b>2,950</b>	<b>No Bid</b>
<i>Mercer</i>	Mercer County HQ	2,350	
	Flat Top Substation	250	
	I-77 near Princeton	2,350	
<b><i>Mercer County Estimated Total</i></b>		<b>4,950</b>	<b>No Bid</b>
<i>Raleigh</i>	Raleigh County HQ	7,200	
	Bolt Substation	100	
	Bragg Substation	4,500	
	Coalfields Expressway	3,500	
<b><i>Raleigh County Estimated Total</i></b>		<b>15,300</b>	<b>No Bid</b>
<i>Wyoming</i>	Wyoming County HQ	2,700	
	Still Run Substation	900	
	Hanover Outpost	100	
<b><i>Wyoming County Estimated Total</i></b>		<b>3,700</b>	<b>No Bid</b>
<b>DISTRICT 10 TOTAL</b>		<b>26,900</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**Agency Pick-up**

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

Vendor Storage Site Locations	Vendor Bid Price (cost per ton)
2124 Schoonmaker Ave.	\$81.00/ton pickup
Belle Vernon, PA 15012	



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: 1437544

Doc Description: Sodium Chloride - Roadway Salt 6624C091

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-06-14	2024-07-09 13:30	CRFQ 0803 DOT2400000103	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 106924

Vendor Name : American Rock Salt Co., LLC

Address : PO Box 190

Street : 5520 Rt. 63

City : Mount Morris

State : New York

Country :United States

Zip : 14510

Principal Contact : Jamie A. McClain

Vendor Contact Phone: (888) 762-7258

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor  
Signature X

FEIN# 16-1516458

DATE July 3, 2024

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

<b>ADDITIONAL INFORMATION</b>
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<b>REQUEST FOR QUOTATION:</b>
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The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of sodium chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

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

Comm Code	Manufacturer	Specification	Model #
46161506			

**Extended Description:**  
DELIVERY of sodium chloride by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages and Delivery Site spreadsheet.

**VENDOR NOTE:** Bid evaluation will be based on the bid prices submitted on ATT A. Bid Pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

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 sodium chloride by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation will be based on the bid prices submitted on ATT A. Bid Pricing or other notations made in the wvOASIS commodity line description area 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	2024-06-28

	Document Phase	Document Description	Page
DOT2400000103	Final	Sodium Chloride - Roadway Salt 6624C091	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: June 28, 2024 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: john.w.estep@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

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

**VENDOR NAME:**

**BUYER:**

JOHN ESTEP

**SOLICITATION NO.:**

CRFQ 0803 DOT2400000103

**BID OPENING DATE:**

July 9, 2024

**BID OPENING TIME:**

1:30 PM

**FAX NUMBER:**

304-558-3970

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

**Bid Opening Date and Time:** July 9, 2024 @ 1:30 PM

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

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

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

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

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

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

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

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

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

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

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

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

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

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

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

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

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

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

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

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

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **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 1 (one) 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.

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**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](http://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](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

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

(Printed Name and Title) Jamie A. McClain, Marketing Manager

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

(Phone Number) / (Fax Number) (888) 762-7258 / (585) 243-7676

(email address) customerservice@americanrocksalt.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.

American Rock Salt Co., LLC  
(Company)

Jamie A. McClain  
(Signature of Authorized Representative)  
Jamie A. McClain, Marketing Manager

(Printed Name and Title of Authorized Representative) (Date)  
(888) 762-7258 / (585) 243-7676

(Phone Number) (Fax Number)  
customerservice@americanrocksalt.com  
(Email Address)

REQUEST FOR QUOTATION  
Sodium Chloride – Roadway Salt

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of sodium chloride 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. Reference: [www.astm.org](http://www.astm.org)
  - 2.3 **“ATT A,” “Attachment A,” or “Pricing Pages,”** – 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”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.
  - 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.
  - 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

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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 “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>

**2.10 “SDS” and “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

**2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.

**2.12 “Sodium Chloride,” or “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.

**2.13 “Standard Specs”** – refers to the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

**2.14 “WVDOH” or “Agency”**– means the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

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

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

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**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 and testing requirements of ASTM E534.

**3.2.1.1** Vendor shall provide SDS information for its sodium chloride prior to contract award.

**3.2.1.2** Vendor shall provide its source of supply and certified material analysis results from an independent source, demonstrating that the supplier's quality and gradation meets the requirements of Section 3.2.1 prior to contract award.

**3.2.1.3** If an anti-clumping agent will be applied to sodium chloride, Vendor shall provide SDS information for the anti-clumping agent prior to contract award.

**3.2.2 Sampling and Testing:** Acceptance of material shall be based on MCS&T approval of Vendor provided SDS and certified analysis results. 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 Drive  
Charleston, WV 25306  
Phone: 304-558-3160  
Attn: Environmental and Coatings Section

**3.2.3 Moisture Content:** Delivered material shall be covered in transit and moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534, as amended, at any time during the delivery. Upon visual inspection by the Agency, a WVDOH District Manager, or their designee, 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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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*)

**3.2.4 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 not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 or reject the delivery.

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

**3.2.4.2** The decision of the WVDOH District Engineer or 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) business days of its notice of unacceptable material. Vendor shall not charge a restocking fee if returned materials are in resalable condition.

**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 for delivery per County and whose material meets the requirements set forth in these specifications. A WVDOH District/County map is provided as Exhibit 2 ("EXH 2").

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

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



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- 4.1.2 Vendor may provide supplier/storage site location(s) and per ton pricing on ATT A for Agency pick-up of roadway salt. Vendor shall include the loading of material into Agency vehicles in its bid pricing.
  - 4.1.3 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](mailto:John.W.Estep@wv.gov)
  - 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 Vendor's bid.
- 4.2 **Cooperative Contracting:** Purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

**5. ORDERING, GUARANTEES, AND REPORTING:**

- 5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. 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 and detailing the delivery site or pick up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The 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

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

**5.2.3 Order Fulfillment Deadline:** All orders placed throughout the term of this contract must be fulfilled to completion no later than 10 working days after the effective end date of the current contract term. No orders from a previous contract term should be held open by the WVDOT or Vendor beyond 10 working days after the effective start date of a new contract term.

**5.3 Deliveries:** Vendor shall deliver standard orders within 10 business days and emergency orders within two (2) business days after orders are received and 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 these specifications and shall not hold orders until a minimum quantity is met.

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

**5.3.3** For Agency pick-up of material from Vendor's source/supplier site, a weight scale ticket must be signed by the attending supplier site personnel and a copy

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must be provided for the WVDOH driver after material has been loaded into Agency vehicle.

**5.4 Purchase Guarantee:** The WVDOH shall guarantee the purchase of 60% of the total tonnage awarded statewide to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated total amounts to 43,000 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 availability of 120% of the total tonnage awarded estimated 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 amounts to 43,000 tons, Vendor guarantees the availability of 51,600 tons for WVDOH purchase 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% Supply Guarantee. Orders placed in excess of a Vendor's 120% Supply Guarantee shall be paid at a rate of 110% of the Vendor's awarded price.

**5.6 Vendor Reports:** Vendor shall provide monthly summary reports to the WVDOH Procurement Division upon request. Data reflecting tonnage delivered and picked-up during the requested reporting period must be submitted on an Excel spreadsheet and include the following information:

- Shipment/pick-up dates.
- Invoice/order numbers.
- Order destination/WVDOH delivery site or Vendor/supplier pick-up site. Data must show WVDOH delivery site information as listed on ATT A.
- Tons shipped or picked-up.
- Shipment pricing.

Emergency orders should be prominently indicated or noted. Failure to provide reports as requested could impede WVDOH Purchase Guarantee oversight and may result in cancellation of Vendor's contract.

**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

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Sodium Chloride – Roadway Salt

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and any revisions/modifications thereto sent by the 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.

**6.1.1** The quantity of materials requested on the rejected/refused ADO will be deducted from the Vendor's overall statewide Purchase Guarantee. No adjustment to the Supply Guarantee shall apply.

**6.1.1.1** The Agency shall notify the WVDOH Procurement Division of any rejected/refused orders, and any orders placed as a result of a rejected/refused order.

**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](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

**6.3 Failed Delivery and Risk of Loss:** The Agency placing an order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor within 36 hours of acceptance of the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete an ADO per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

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 work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set

**REQUEST FOR QUOTATION  
Sodium Chloride – Roadway Salt**

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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 ADO 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	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

- 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  
Sodium Chloride – Roadway Salt

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**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:** Jamie A. McClain

**Telephone Number:** (888) 762-7258

**Fax Number:** (585) 243-7676

**Email Address:** customerservice@americanrocksalt.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.

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 1**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Boone	Clinton @ WV85	108 Cow Creek Road Wharton, WV 25208	203 DOH Garage Road Danville, WV 25053	Michael Stowers	304-369-7808	<a href="mailto:michael.l.stowers@wv.gov">michael.l.stowers@wv.gov</a>	-81.67344	37.89133
	Rock Creek	203 DOH Garage Road Danville, WV 25053					-81.843373	38.102447
	Seth	9288 Coal River Road Seth, WV 25181					-81.618629	38.118449
Clay	Widen Road & CR 11	4476 Triplett Ridge Road Clay, WV 25043	4476 Triplett Ridge Road Clay, WV 25043	Terry Legg	304-587-4241	<a href="mailto:terry.a.legg@wv.gov">terry.a.legg@wv.gov</a>	-81.010867	38.486246
	Maysel	Next to: 2054 Precious Maysel Rd Maysel, WV 25133					-81.117424	38.486493
Kanawha	Chelyan	14987 MacCorkle Avenue Cabin Creek, WV 25035	1340 Smith Street Charleston, WV 25301	Quincy (J.R.) Barker	304-595-1313	<a href="mailto:quincy.d.barker@wv.gov">quincy.d.barker@wv.gov</a>	-81.497033	38.19629
	Elkview	115 Frame Road Elkview, WV 25071	115 Frame Road Elkview, WV 25071	Brian Greer	304-965-2860	<a href="mailto:brian.r.greer@wv.gov">brian.r.greer@wv.gov</a>	-81.481982	38.446712
	North Charleston	2800 W. Washington Street Charleston, WV 25387	2800 W. Washington Charleston, WV 25387	John Martin	304-744-3050	<a href="mailto:john.d.martin@wv.gov">john.d.martin@wv.gov</a>	-81.678822	38.377941
	St. Albans	2334 MacCorkle Avenue St Albans, WV 25177	2334 MacCorkle Avenue St Albans, WV 25177	Stephen Harmon	304-722-0600	<a href="mailto:stephen.c.harmon@wv.gov">stephen.c.harmon@wv.gov</a>	-81.806165	38.385269
	I-64 @ Rt. 119 and Penn. Ave.	2266 Pennsylvania Avenue Charleston, WV 25302	2266 Pennsylvania Avenue Charleston, WV 25302	Robert Blaylock	304-342-2520	<a href="mailto:Robert.D.Blaylock@wv.gov">Robert.D.Blaylock@wv.gov</a>	-81.607311	38.370262
	I-77 @ Sissonville	36 Allen Fork Road Sissonville, WV 25320	36 Allen Fork Road Sissonville, WV 25320	Mike Danley	304-988-3241	<a href="mailto:michael.J.Danley@wv.gov">michael.J.Danley@wv.gov</a>	-81.635435	38.56279
	I-79 @ Amma	3134 Amma Road Amma, WV 25005	3134 Amma Road Amma, WV 25005	Ed Deems	304-565-9801	<a href="mailto:charles.deems@wv.gov">charles.deems@wv.gov</a>	-81.272707	38.569686
	Corridor G @ Alum Creek	401 Champion Drive South Charleston, WV 25309	401 Champion Drive South Charleston, WV 25309	Jackie Blankenship	304-756-3634	<a href="mailto:jackie.p.blankenship@wv.gov">jackie.p.blankenship@wv.gov</a>	-81.78225	38.277597
Mason	Glenwood	Next to: 40210 Huntington Road (WV2) Glenwood, WV 25520	225 Fairground Road Point Pleasant, WV 25550	Clarence Pruett	304-675-0853	<a href="mailto:Clarence.J.Pruett@wv.gov">Clarence.J.Pruett@wv.gov</a>	-82.203569	38.588011
	Pt. Pleasant @ Fairground Rd.	225 Fairground Road Point Pleasant, WV 25550					-82.08445	38.919207
	Pt. Pleasant @ Jackson Ave	2702 Jackson Avenue Point Pleasant, WV 25550	2702 Jackson Avenue Point Pleasant, WV 25550	Raine Beller	304-759-0713	<a href="mailto:raine.o.beller@wv.gov">raine.o.beller@wv.gov</a>	-82.123942	38.871796
Putnam	Red House	11923 Charleston Road (WV62) Red House, WV 25168	3526 Teays Valley Road Hurricane, WV 25526	Jesse Miller	304-586-2023	<a href="mailto:jesse.d.miller@wv.gov">jesse.d.miller@wv.gov</a>	-81.88298	38.545751
	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526					-82.010375	38.435133
	I-64 @ Scary Creek	704 Winfield Road St. Albans, WV 25177	704 Winfield Road St. Albans, WV 25177	Kenny Nelson	304-759-0713	<a href="mailto:kenneth.nelson@wv.gov">kenneth.nelson@wv.gov</a>	-81.850927	38.438286

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 2**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Cabell	Barboursville / Cabell County Headquarters	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins	304-736-3111	<a href="mailto:candis.d.adkins@wv.gov">candis.d.adkins@wv.gov</a>	-82.266870	38.410300
				Tony Edmonds		<a href="mailto:tony.s.edmonds@wv.gov">tony.s.edmonds@wv.gov</a>		
	Huntington I-64 Section 1	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Jerry Pullen Kevin Manns	304-528-5669	<a href="mailto:jerry.l.pullen@wv.gov">jerry.l.pullen@wv.gov</a> <a href="mailto:kevin.r.manns@wv.gov">kevin.r.manns@wv.gov</a>	-82.400610	38.391900
	Huntington 17th St. Bridge	1637 Jefferson Street Huntington, WV 25704					-82.482793	38.409345
	Huntington 31st Bridge	3200 5th Avenue Huntington, WV 25702	P.O. Box 880 Huntington, WV 25712	Candis Adkins	304-736-3111	<a href="mailto:candis.d.adkins@wv.gov">candis.d.adkins@wv.gov</a>	-82.390793	38.428182
				Tony Edmonds		<a href="mailto:tony.s.edmonds@wv.gov">tony.s.edmonds@wv.gov</a>		
Lincoln	West Hamlin / Lincoln County Headquarters	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Cynthia Lucas Linda Adkins	304-824-3434	<a href="mailto:cynthia.d.lucas@wv.gov">cynthia.d.lucas@wv.gov</a> <a href="mailto:linda.g.adkins@wv.gov">linda.g.adkins@wv.gov</a>	-82.197600	38.275050
	Yawkey Substation	WV State Route 3 Yawkey, WV 25573					-81.958010	38.221810
	Harts Substation	McClellan Highway Harts, WV 25524					-82.139310	38.037990
Logan	Corridor G Sect 2 @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry Larry Hubbard	304-792-7035	<a href="mailto:elizabeth.a.spry@wv.gov">elizabeth.a.spry@wv.gov</a> <a href="mailto:larry.c.hubbard@wv.gov">larry.c.hubbard@wv.gov</a>	-82.006580	37.935720
	Wilkinson Substation	127 Springfield Road Wilkinson, WV 25653					-81.997070	37.826390
	Man Substation	4801 Buffalo Creek Road Amherstdale, WV 25607					-81.811310	37.785550
	Hickory Lane	#1 Hickory Lane Stollings, WV 25646					-81.963273	37.821282
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Tristan Spaulding Justin Pinson	304-235-6003 304-235-6060	<a href="mailto:tristan.a.spaulding@wv.gov">tristan.a.spaulding@wv.gov</a> <a href="mailto:justin.pinson@wv.gov">justin.pinson@wv.gov</a>	-82.298060	37.768890
	Mingo County Headquarters @ Miller's Creek Building #03025	1 Highway Garage Road Williamson, WV 25661					-82.297990	37.768910
	Gilbert Substation	US 52 Gilbert, WV 25621					-81.903450	37.628760
	Mingo 119 South	US 119 - Mile 11 Williamson, WV 25661					-82.259779	37.770469



**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 2**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Wayne	Prichard Substation	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Kimberly Conway Glenn Matthews	304-272-5127 304-486-5010	<a href="mailto:kimberly.j.conway@wv.gov">kimberly.j.conway@wv.gov</a> <a href="mailto:glenn.a.matthews@wv.gov">glenn.a.matthews@wv.gov</a>	-82.591500	38.243420
	Wayne County Headquarters	326 Third Street Wayne, WV 25571					-82.442120	38.225840
	Crum Substation	20351 Tolsia Highway Crum, WV 25669					-82.428650	37.935770
	Heartland Intermodal Gateway	#1 Heartland Road Prichard, WV 25555					-82.604702	38.224869

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 3**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
<b>Calhoun</b>	Millstone / Calhoun County Headquarters	7619 S. Calhoun Highway Millstone, WV 25261	624 Depot Street Parkersburg, WV 26101	Chris Carter	304-420-4710	<a href="mailto:chris.l.carter@wv.gov">chris.l.carter@wv.gov</a>	-81.1087	38.83870
<b>Jackson</b>	Ripley / Jackson County Headquarters	946 Claylick Road Ripley, WV 25271	624 Depot Street Parkersburg, WV 26101	Scott Whited	304-372-7857	<a href="mailto:scott.r.whited@wv.gov">scott.r.whited@wv.gov</a>	-81.7335	38.83290
	I-77 - Medina Substation	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Dale Smith	304-420-4610	<a href="mailto:dale.g.smith@wv.gov">dale.g.smith@wv.gov</a>	-81.6274	38.99560
<b>Pleasants</b>	Belmont / Pleasants County Headquarters	WV Route 2 Belmont, WV 26134	624 Depot Street Parkersburg, WV 26101	Amanda Nichols	304-420-4705	<a href="mailto:amanda.l.nichols@wv.gov">amanda.l.nichols@wv.gov</a>	-81.2637	39.38040
<b>Ritchie</b>	APD Pennsboro	41 Ritchie Industrial Pk Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	Joshua Cline	304-659-3027	<a href="mailto:joshua.c.cline@wv.gov">joshua.c.cline@wv.gov</a>	-81.022627	39.27275
	Ellenboro / Harrisville Substation	731 Ellenboro Road Harrisville, WV 26362	624 Depot Street Parkersburg, WV 26101	Melissa Flanigan	304-869-3331	<a href="mailto:Melissa.K.Flanigan@wv.gov">Melissa.K.Flanigan@wv.gov</a>	-81.0448	39.24700
	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	JoAnn Hardin	304-420-4703	<a href="mailto:joann.hardin@wv.gov">joann.hardin@wv.gov</a>	-81.0226	39.27270
	Smithville Substation	#18 Main Street Smithville, WV 26178	624 Depot Street Parkersburg, WV 26101	Melissa Flanigan	304-869-3331	<a href="mailto:Melissa.K.Flanigan@wv.gov">Melissa.K.Flanigan@wv.gov</a>	-81.0894	39.07430
<b>Roane</b>	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962	<a href="mailto:Maridith.r.Parker@wv.gov">Maridith.r.Parker@wv.gov</a>	-81.2376	38.62510
	Ambler Ridge Substation @ US 119	US 119 @ Ambler Ridge Walton, WV 25286					-81.3887	38.59600
	Roane County Headquarters	269 Charleston Road Spencer, WV 25276					-81.3584	38.78480
<b>Wirt</b>	Elizabeth Substation	610 Schoolview Street Elizabeth, WV 26143	624 Depot Street Parkersburg, WV 26101	Chasity Stephens	304-420-4707	<a href="mailto:chasity.r.stephens@wv.gov">chasity.r.stephens@wv.gov</a>	-81.0448	39.24700
<b>Wood</b>	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Tammy McCauley	304-420-4700	<a href="mailto:tammy.m.mccauley@wv.gov">tammy.m.mccauley@wv.gov</a>	-81.5032	39.23650
	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	JoAnn Hardin	304-420-4703	<a href="mailto:joann.hardin@wv.gov">joann.hardin@wv.gov</a>	-81.5032	39.23650
	Corridor D @ Riverhill	253 River Hill Road Washington, WV 26181					-81.6460159	39.2587859

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 4**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

GPS Coordinates

COUNTY	DELIVERY SITE DESIGNATIO	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	ONTACT PHON	CONTACT EMAIL	LON	LAT	GPS Coordinates	NOTES	
Doddridge	West Union	1993 Smithton Rd West Union, WV 26456	P. O. Box 4220 Clarksburg, WV 26302	Becky McCombs	304-627-2412	<a href="mailto:rebecca.m.mccombs@wv.gov">rebecca.m.mccombs@wv.gov</a>	-80.745100	39.297700		Old RT 50 in Smithburg	
				Tonya Snyder	304-627-2412	<a href="mailto:tonya.l.snyder@wv.gov">tonya.l.snyder@wv.gov</a>					
Harrison	Harrison County Headquarters	119 Railcross Rd Clarksburg, WV 26301	P. O. Box 4220 Clarksburg, WV 26302	Darren Hutson	304-627-2140	<a href="mailto:darren.w.hutson@wv.gov">darren.w.hutson@wv.gov</a>	-80.354000	39.309600		US 19 North of Clarksburg	
	Saltwell	3833 Benedum Dr Bridgeport, WV 26330	P. O. Box 4220 Clarksburg, WV 26302	Dave Clayton Darren Bennett	304-627-2411	<a href="mailto:david.i.clayton@wv.gov">david.i.clayton@wv.gov</a> <a href="mailto:darren.l.bennett@wv.gov">darren.l.bennett@wv.gov</a>	-80.221899	39.335847		I-79 Exit 125	
	Lost Creek Substation	851 N. Streetcar Way Lost Creek, WV 26385	P. O. Box 4220 Clarksburg, WV 26302				-80.343700	39.171700		I-79 Exit 110	
	Tunnel Hill Substation	281 Tunnel Hill Rd Salem, WV 26426	P. O. Box 4220 Clarksburg, WV 26302				Jesse Sigley	304-782-3668	<a href="mailto:jesse.a.sigley@wv.gov">jesse.a.sigley@wv.gov</a>	-80.510400	39.292500
	Marion	Marion County Headquarters	916 Country Club Road Fairmont, WV 26554	P. O. Box 4220 Clarksburg, WV 26302	Allen Flowers	304-782-3668	<a href="mailto:kenneth.a.flowers@wv.gov">kenneth.a.flowers@wv.gov</a>	-80.166600	39.468600		US 19 Spur West of Fairmont
		Mannington Substation	1396 East Maint St Mannington, WV 26582	P. O. Box 4220 Clarksburg, WV 26302	Laura Carney	304-367-2730	<a href="mailto:laura.m.carney@wv.gov">laura.m.carney@wv.gov</a>				
Dave Vaughn					304-367-2730	<a href="mailto:john.d.vaughn@wv.gov">john.d.vaughn@wv.gov</a>					
Jim Villers					304-986-2600	<a href="mailto:james.e.villers@wv.gov">james.e.villers@wv.gov</a>	-80.324400	39.519500		US 250	
Monongalia	Goshen Road Substation	95 Goshen Rd Goshen Road, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	Laura Carney	304-367-2730	<a href="mailto:laura.m.carney@wv.gov">laura.m.carney@wv.gov</a>					
	Monongalia County Headquarters	1510 Grafton Road Morgantown, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	Bill Pernell	304-285-3145	<a href="mailto:william.h.pernell@wv.gov">william.h.pernell@wv.gov</a>	-79.990500	39.537800		I-79 Exit 146	
				Michelle Carroll	304-285-3207	<a href="mailto:michelle.g.carroll@wv.gov">michelle.g.carroll@wv.gov</a>	-79.943900	39.560500		US 119 South of Morgantown	
				Elizabeth Gardner	304-285-3207	<a href="mailto:elizabeth.b.gardner@wv.gov">elizabeth.b.gardner@wv.gov</a>					
				Pentress Substation	5861 Mason Dixon HWY Pentress, WV 26544	P. O. Box 4220 Clarksburg, WV 26302	Michael J Pitek	304-879-5275	<a href="mailto:michael.j.pitek@wv.gov">michael.j.pitek@wv.gov</a>	-80.207200	39.719200
Preston	Bruceton Mills Substation	14115 N. Preston HWY Bruceton Mills, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Harlin Wolfe Jackie Annon	304-329-0192	<a href="mailto:harlin.l.wolfe@wv.gov">harlin.l.wolfe@wv.gov</a> <a href="mailto:jacklyn.d.annon@wv.gov">jacklyn.d.annon@wv.gov</a>	-79.641000	39.647200		WV 26 South of Bruceton Mills	
							-79.632100	39.483900		CR 7/12 South of Albright	
							-79.514900	39.438300		WV 7 East of Terra Alta	
							-79.812300	39.327300		US 50 East of Fellowsville	
							-79.568200	39.317000		US 50 West of Aurora	
							-79.776830	39.659669		I-68 Exit 15	
	Cooper's Rock Substation	360 Old Rt. 73 Coopers Rock, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Tina Bragg	304-285-3206	<a href="mailto:tina.m.bragg@wv.gov">tina.m.bragg@wv.gov</a>					
Taylor	Taylor County Headquarters	1340 Trap Spring Rd Grafton, WV 26354	P. O. Box 4220 Clarksburg, WV 26302	Richard Stahl	304-285-3206	<a href="mailto:richard.stahl@wv.gov">richard.stahl@wv.gov</a>					
				Kenny Welch	304-265-6110	<a href="mailto:kenny.j.welch@wv.gov">kenny.j.welch@wv.gov</a>					
				Morgan Lantz-Willis	304-265-6110	<a href="mailto:morgan.m.lantzwillis@wv.gov">morgan.m.lantzwillis@wv.gov</a>	-80.065800	39.322100		US 250 East of Pruntytown	

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 5**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Berkeley	Martinsburg Headquarters - 0571 Storage Bldg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Paul Bohrer	304-267-0085	<a href="mailto:paul.j.bohrer@wv.gov">paul.j.bohrer@wv.gov</a>	-77.9667	39.49226
	Tabler Station - 0502 Storage Bldg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Joe Castaldo	304-267-0060	<a href="mailto:joe.a.castaldo@wv.gov">joe.a.castaldo@wv.gov</a>	-78.0256	39.40807
	Berkeley County Headquarters	Behind Park n Ride Exit 8 South Bound 25401					-77.9667	39.49226
Grant	Grant County Headquarters	H.C. 59, Box 245 (Route 28) Petersburg, WV 26847	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	304-257-4455	<a href="mailto:glenna.d.lott@wv.gov">glenna.d.lott@wv.gov</a>	-79.1708	39.00421
	Mt. Storm Substation	Corner of WV 42 & Route 50 Mt. Storm, WV 26739					-79.2408	39.27553
	Corridor H @ Knobley Road	US Route 48 (off of Corridor H) Maysville, WV 26833	2104 State Route 55 Moorefield, WV 26836	Tammy Crites	304-434-2228	<a href="mailto:tammy.l.crites2@wv.gov">tammy.l.crites2@wv.gov</a>	-79.1343	39.1527
Hampshire	Hampshire County Headquarters	H. C. 64, Box 232 (Jersey Mtn. Road) Romney, WV 26757	H.C. 64, Box 232 Romney, WV 26847	Autumn Kiser	304-822-4167	<a href="mailto:autumn.d.kiser@wv.gov">autumn.d.kiser@wv.gov</a>	-78.713	39.34021
	Capon Bridge Substation	Route 50 Capon Bridge, WV 26711					-78.4389	39.30062
	Slanesville	Route 29 Slanesville, WV 25444					-78.5046	39.37832
Hardy	Hardy County Headquarters	2104 State Route 55 Moorefield, WV 26836	2104 State Route 55 Moorefield, WV 26836	Donna Eye	304-434-2525	<a href="mailto:donna.k.eye@wv.gov">donna.k.eye@wv.gov</a>	-78.9377	39.0679
	Baker Substation	County Route 29 Baker, WV 26801					-78.7268	39.06332
Jefferson	Jefferson County Headquarters - 0519 Storage Bldg	1301 Leetown Pike Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Leslie Stout	304-725-5821	<a href="mailto:leslie.r.stout@wv.gov">leslie.r.stout@wv.gov</a>	-77.9156	39.33689
	9/340 Expressway Headquarters - 0564 Storage Bldg	1301 Leetown Pike Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Kevin Dodson	304-725-5821	<a href="mailto:kevin.m.dodson@wv.gov">kevin.m.dodson@wv.gov</a>	-77.9156	39.33689
Mineral	Mineral County Headquarters	HC 72, Box 72AA (US Route 50) New Creek, WV 26743	H.C. 72, Box 72AA New Creek, WV 26743	Mike Kitzmiller	304-788-1221	<a href="mailto:michael.g.kitzmiller@wv.gov">michael.g.kitzmiller@wv.gov</a>	-79.0434	39.36091
	Skyline Substation	Route 42 Elk Garden, WV 26717					-79.13	39.32431
	Short Gap Substation	Route 28 Ridgeley, WV 26753					-78.8077	39.53758
	District 5 Headquarters	US Route 50 Burlington, WV 26710	P.O. Box 99 Burlington, WV 26710	Jim Wolford	304-289-2261	<a href="mailto:jim.d.wolford@wv.gov">jim.d.wolford@wv.gov</a>	-78.9136	39.33833
Morgan	Morgan County Headquarters	166 DOH Lane (off of US 522) Berkeley Springs, WV 25411	166 DOH Lane Berkeley Springs, WV 25411	Jane Munson	304-258-2578	<a href="mailto:jane.e.munson@wv.gov">jane.e.munson@wv.gov</a>	-78.2424	39.60332
	Largent Substation	Route 9 Great Cacapon, WV 25422					-78.3806	39.48184



**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 6**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Brooke	Brooke County HQ	WV Route 2, Box 615 Wellsburg, WV 26070	WV Route 2, Box 615 Wellsburg, WV	Beth Green	304-238-1199	beth.a.green@wv.gov	-80.609200	40.291300
	US 22 Substation	1225 Rice Road Weirton, WV 26062					-80.567662	40.395117
Hancock	Hancock County HQ	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Vicki West	304-238-1200	<a href="mailto:vicki.l.west@wv.gov">vicki.l.west@wv.gov</a>	-80.596400	40.528700
Marshall	Marshall County HQ	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV 26038	Doris McCardle	304-843-4055	<a href="mailto:doris.v.mccardle@wv.gov">doris.v.mccardle@wv.gov</a>	-80.753200	39.954600
	Cameron Substation	33 Courtright Lane Cameron, WV 26033					-80.554600	39.819600
	Sand Hill Substation	RD 4, Box 269A Cameron, WV 26033					-80.542377	39.952418
	Lynn Camp Substation	438 Richmond Lane Glen Easton, WV 26039					-80.674667	39.810047
Ohio	Ohio County HQ	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Nicholas Yelanich	304-238-1201	<a href="mailto:nicholas.m.yelanich@wv.gov">nicholas.m.yelanich@wv.gov</a>	-80.635600	40.047500
	I-70 Interstate HQ	566 Woodland Acres Road Wheeling, WV 26003	566 Woodland Acres Road Wheeling, WV 26003	Valerie White	304-238-1202	<a href="mailto:valerie.m.white@wv.gov">valerie.m.white@wv.gov</a>	-80.634341	40.044256
Tyler	Tyler County HQ	730 Tyler Highway Sistersville, WV 26175	2566 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057	<a href="mailto:thelma.f.deaton@wv.gov">thelma.f.deaton@wv.gov</a>	-80.965163	39.540286
	Centerville Substation	4901 Middle Island Road Alma, WV 26320					-80.835687	39.412453
Wetzel	Wetzel County HQ	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058	<a href="mailto:donna.l.palmer@wv.gov">donna.l.palmer@wv.gov</a>	-80.856100	39.682300
	Pine Grove Substation	WV 20, MP 17.14 Pine Grove, WV 26419					-80.696000	39.564700
	Hundred Substation	US 250, MP3.00 Hundred, WV 26575					-80.443000	39.670500

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 7**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	LON	LAT	GPS Coordinates	NOTES
Barbour	Barbour County HQ (000111)	1439 Mansfield Drive Philippi, WV 26416	P. O. Box 1228 Weston, WV 26452	Delphia Shrader	304-457-1597	<a href="mailto:delphia.l.shrader@wv.gov">delphia.l.shrader@wv.gov</a>	-80.0659	39.1421		New Salt Shed at Shaw Field. Located 0.23 Miles North of the Barbour County Headquarters
	Barbour County HQ-Shaw Field	1439 Mansfield Drive Philippi, WV 26416					-80.06361	39.1455		
	Belington Substation (000113)	248 Dunham Cut Road Belington, WV 26250					-79.9225	309.0332		
Braxton	Braxton County HQ (000444)	1001 State Street Gassaway, WV 26624	P. O. Box 1228 Weston, WV 26452	Krystle Morris	304-364-5238	<a href="mailto:Krystle.J.Morris@wv.gov">Krystle.J.Morris@wv.gov</a>	-80.7528	38.6608		
	Heaters Substation (000431)	5206 Gauley Turnpike Heaters, WV 26627					-80.6252	38.7622		
	Coon Knob Substation (000405)	80 Coon Knob, DOH Road Sutton, WV 26601	P. O. Box 1228 Weston, WV 26452	Eric Belknap	304-364-8440	<a href="mailto:Eric.D.Belknap@wv.gov">Eric.D.Belknap@wv.gov</a>	-80.7563	38.6213		
	Burnsville Substation (000432)	888 Burnsville Road Burnsville, WV 26335	P. O. Box 1228 Weston, WV 26452	Scottie Stout	304-853-2454	<a href="mailto:Scottie.J.Stout@wv.gov">Scottie.J.Stout@wv.gov</a>	-80.6739	38.8659		
Gilmer	Gilmer County HQ (001110)	3531 US 33, East Glenville, WV 26351	P. O. Box 1228 Weston, WV 26452	Deanna Shackelford	304-462-7325	<a href="mailto:Deanna.D.Shackelford@wv.gov">Deanna.D.Shackelford@wv.gov</a>	-80.7926	38.9619		
Lewis	Lewis County HQ (002108)	937 US 19, South Weston, WV 26452	P. O. Box 1228 Weston, WV 26452	Monica Rogers	304-269-0470	<a href="mailto:monica.m.rogers@wv.gov">monica.m.rogers@wv.gov</a>	-80.4764	39.0169		
	APD (Weston Mudlick) (002187)	309 Mudlick Road Weston, WV 26452	P. O. Box 1228 Weston, WV 26452	Roger Sisk	304-473-4304	<a href="mailto:roger.l.sisk@wv.gov">roger.l.sisk@wv.gov</a>	-80.4311	39.0206		
Upshur	Clow Lot/Upshur County HQ (004912)	493 Mudlick Road Buckhannon, WV 26201	P. O. Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225	<a href="mailto:a.aleece.williams@wv.gov">a.aleece.williams@wv.gov</a>	-80.2546	39.0116		
	Tennerton/Upshur County SubHQ (004903)	646 Route 20, South Buckhannon, WV 26201					-80.3495	38.7718		
	Kanawha Head	18022 Route 20, South Buckhannon, WV 26201					-80.35078	-38.78063		
Webster	Cherry Falls	808 Point Mountain Road Webster Springs, WV 26288	P. O. Box 1228 Weston, WV 26452	Wendy Kuhn	304-847-2114	<a href="mailto:wendy.s.kuhn@wv.gov">wendy.s.kuhn@wv.gov</a>	-80.39372	-38.46458		
	RT 20/Cowen Substation (005110)	6402 Webster Road Cowen, WV 26206					-80.5354	38.4094		
	Webster County HQ @ Bolair	2377 Webster Road Webster Springs, WV 26288					-80.433731	38.444788		
	Hacker Valley Substation (005120)	56 Pickens Grade Road Hacker Valley WV 26222					-80.3799	38.6519		

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 8**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit I

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates		
							LON	LAT	NOTES
<b>Pendleton</b>	Franklin / 220 North Lot	3153 Petersburg Pike US 220N, Franklin, WV 26807	P. O. Box 1516 Elkins, WV 26241	Joe Mullens	304-358-2702	<a href="mailto:joseph.s.mullens@wv.gov">joseph.s.mullens@wv.gov</a>	-79.326894	38.682757	US 220 -- 2.20 Mi. North Jct. US 33 & US 220
	Judy Gap Substation	12795 Mountaineer Drive US 33, Riverton, WV 26814					-79.467481	38.711186	US 33 - 0.5 mi. North of Jct. US 33 & WV 28
	Brandywine Stockpile	12211 Blue Gray Trail CR 21, Brandywine, WV 26802					-79.236129	38.622249	US 33 -- 0.60 Mi. East of Jct. CR 21 & US 33
	Onego Stockpile	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884					-79.426343	38.852193	US 33 -- 0.50 Mi. West of Jct. US 33 & CR 5/1
	Sugar Grove Substation	9315 Sugar Grove Road CO 21, Sugar Grove, WV 26815					-79.305028	38.519257	CO 21 - 9.40 Mi. South of Jct. US 33 & CO 21
	Franklin / Rt 220 South Lot	6591 Upper South Branch Road US 220S, Franklin, WV 26807					-79.410338	38.585892	US 220 -- 2.07 Mi. North of Jct. CO 25 & US 220
<b>Pocahontas</b>	Pocahontas County HQ	25 Brush Country Rd US 219, Marlinton, WV 24954	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867	<a href="mailto:joshua.l.dilley@wv.gov">joshua.l.dilley@wv.gov</a>	-80.087167	38.238067	US 219 -- At Jct. US 219 & CR 15
	Seebert Stockpile	863 Seebert Rd CR 27, Seebert, WV 24946					-80.186737	38.136082	CR 27 -- 1.0 Mile East of US 219
	Green Bank Substation	4757 Potomac Highlands Trail WV 28, Green Bank, WV 24944					-79.842462	38.416242	WV 28 -- 0.50 Mi. South of Jct. WV 28 & CR 28/24
	Bartow Lot	156 Thornwood Rd WV 28, Bartow, WV 24920					-79.760539	38.547641	CO 28/19 -- 0.17 Mi. North of Jct. WV 28 & CO 28/19
	Snowshoe Stockpile	24 Shavers Lake Rd CR 9/3, Snowshoe, WV 26209					-79.995836	38.435312	CO 9/3 -- Silver Lake Road
	Slaty Fork Stockpile	35807 Seneca Trail US 219, Slaty Fork, WV 26291					-80.098980	38.418395	US 219 -- 3.0 Miles South of WV 66
<b>Randolph</b>	Randolph County HQ	76 Country Club Rd CR 219/11, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	Keith Phillips	304-637-0266	<a href="mailto:keith.d.phillips@wv.gov">keith.d.phillips@wv.gov</a>	-79.848604	38.888936	0.10 MI. S. JCT 219/11 US219 7 US250
	Harman Substation	22445 Allegheny Highway US 33, Harman, WV 26270					-79.522874	38.921273	Intersection of US 33 & WV 32
	Alpena Salt Shed	50 Gladys Fork Road CO 27, Bowden, WV 26254					-79.654557	38.906763	Intersection of US 33 & CO 27
	Coalton Substation	2453 Coalton-Pumpkintown Rd CR 53, Coalton, WV 26257					-79.976773	38.907759	CR 53 -- near Jct. CR 53 & CR 5/3
	Valley Head Substation	245 Point Mountain Rd WV 15, Valley Head, WV 26294					-80.037778	38.551946	WV 15 -- 0.10 Mi. SW Jct. of US 219 & WV 15
	Mill Creek Substation	9407 Seneca Trail US 219, Mill Creek, WV 26280					-79.966415	38.737338	US 250/US 219 -- 0.67 Mi. N. Jct. of CR 46
	Pickens Substation	1019 Pickens Rd CR 45, Pickens, WV 26230					-80.200313	38.657067	CR 45 -- at the Jct. of CR 46/1 & CR 45
	Corridor H	489 Leading Creek Rd US 219N, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	David Skidmore	304-637-0220	<a href="mailto:david.r.skidmore@wv.gov">david.r.skidmore@wv.gov</a>	-79.850291	38.973147	US 48 -- 0.52 Mi. W CO 1 Connector
	Tucker County HQ	9209 Seneca Trail US 219, Parsons, WV 26287	P. O. Box 1516 Elkins, WV 26241	Scott Hebb	304-478-2304	<a href="mailto:kenneth.s.hebb@wv.gov">kenneth.s.hebb@wv.gov</a>	-79.655486	39.091667	US 219/WV 72 -- 0.10 Mi. S. Jct. CR 219/14
<b>Tucker</b>	Thomas Substation	15933 Appalachian Highway WV 32, Thomas, WV 26292	P. O. Box 1516 Elkins, WV 26241	Clayton Polling	304-637-0220	<a href="mailto:clayton.h.polling@wv.gov">clayton.h.polling@wv.gov</a>	-79.656404	39.091800	WV 32 -- at Jct. of CR 32/1
	Corridor H - Thomas	15933 Appalachian Highway WV 32, Thomas, WV 26292					-79.495730	39.141724	WV 32 -- at Jct. of CR 32/1

**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 9**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

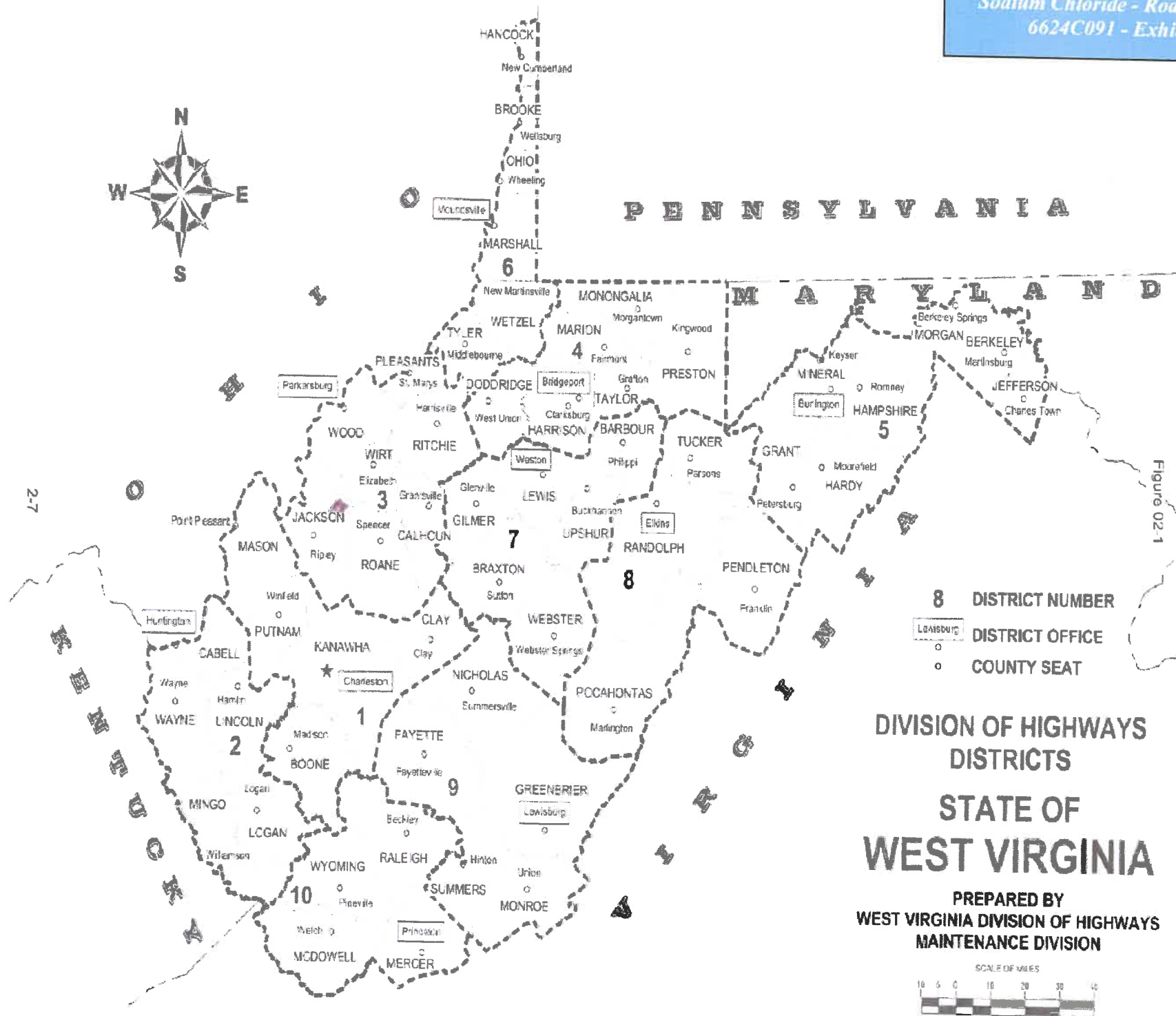
COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	GPS Coordinates	
							LON	LAT
Fayette	Oak Hill APD	3121 Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Road Lewisburg, WV 24901	John Dixon	304-465-1832 304-646-1466	<a href="mailto:john.c.dixonIII@wv.gov">john.c.dixonIII@wv.gov</a>	-0081.133700	37.999100
	Lookout Substation	4064 Clifftop Road Lookout, WV 25868		Michael Knight	304-574-0373 304-992-6159	<a href="mailto:michael.c.knight@wv.gov">michael.c.knight@wv.gov</a>	-0080.951700	38.048500
	Falls View Substation	5727 Midland Trail Charlton Heights, WV 25040		Steve Harrell	304-779-2860 304-575-2072	<a href="mailto:steven.l.harrell@wv.gov">steven.l.harrell@wv.gov</a>	-0081.244500	38.125800
Greenbrier	Greenbrier County HQ	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Road Lewisburg, WV 24901	Shaun Viers	304-647-7465 304-646-0357	<a href="mailto:shaun.d.viers@wv.gov">shaun.d.viers@wv.gov</a>	-0080.420600	37.822100
	Crawley Substation	157 Midland Trail / West, US 60 Crawley, WV 24931		Shawn Nutter	304-392-6712 304-646-0365	<a href="mailto:shawn.a.nutter@wv.gov">shawn.a.nutter@wv.gov</a>	-0080.632600	37.908100
	Harts Run Substation	297 John Bowling Jr Lane Caldwell, WV 24925		Joseph Hawkins	304-536-1472 304-646-1109	<a href="mailto:joseph.n.hawkins@wv.gov">joseph.n.hawkins@wv.gov</a>	-0080.347100	37.772300
Monroe	Monroe County HQ	875 Sweet Springs Valley Road Union, WV 24983	146 Stonehouse Road Lewisburg, WV 24901	Shannon Brim	304-772-3037 304-646-0379	<a href="mailto:shannon.r.brim@wv.gov">shannon.r.brim@wv.gov</a>	-0080.528100	37.592200
	Peterstown Substation	511 Ballard-Red Sulphur Parkway Peterstown, WV 24963		Elwin Dillon	304-753-9778 304-992-6223	<a href="mailto:shannon.r.brim@wv.gov">shannon.r.brim@wv.gov</a>	-0080.794300	37.402600
Nicholas	Nicholas County HQ	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Road Lewisburg, WV 24901	Charles Reel	304-872-0811 304-646-1744	<a href="mailto:charles.j.reel@wv.gov">charles.j.reel@wv.gov</a>	-0080.867700	38.290100
	Curtin Substation	5498 Richwood Road Richwood, WV 26261		Tony Copen/ Shawn Kiser	304-846-9501 304-619-3802	<a href="mailto:tony.d.copen@wv.gov">tony.d.copen@wv.gov</a> <a href="mailto:shawn.w.kiser@wv.gov">shawn.w.kiser@wv.gov</a>	-0080.635500	38.285400
	Fenwick	2982 Richwood Road Fenwick, WV 26202					-0080.581000	38.233200
	Corridor L/Muddlety Substation	50 State Garage Road, Muddlety Summersville, WV 26651		Joseph Strickland	304-872-0823 304-646-0259	<a href="mailto:joseph.e.strickland@wv.gov">joseph.e.strickland@wv.gov</a>	-0080.829800	38.369900
Summers	Summers County HQ	20414 State Route 12 Hinton, WV 25951	146 Stonehouse Road Lewisburg, WV 24901	James Hardy	304-466-2802 304-646-0367	<a href="mailto:james.g.hardy@wv.gov">james.g.hardy@wv.gov</a>	-0080.791100	37.620700



**ROADWAY SALT - SODIUM CHLORIDE  
WVDOH DELIVERY SITE & CONTACT LISTINGS  
DISTRICT 10**

Sodium Chloride - Roadway Salt  
6624C091 - Exhibit 1

COUNTY	DELIVERY SITE DESIGNATION	PHYSICAL ADDRESS	BILLING ADDRESS	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL	LON	LAT	GPS Coordinates	NOTES
McDowell	McDowell County HQ	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Andrew Thomas Patricia Wagers	304-436-6896 304-436-8411	<a href="mailto:lloyd.a.thomas@wv.gov">lloyd.a.thomas@wv.gov</a> <a href="mailto:patricia.a.wagers@wv.gov">patricia.a.wagers@wv.gov</a>	-81.572303	37.399177		
	Yukon Substation	383 Marshall Highway Yukon, WV 24892					-81.696982	37.320782		
	Johnny Cake Substation	72 Coal Heritage Rd Johnny Cake, WV 24844					-81.811437	37.505975		
	Raysal	8388 Marshall Highway WV 83 Raysal, WV 24879					-81.779132	37.346217		
Mercer	Mercer County HQ	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Kevin Belcher Melissa D. Midkiff	304-425-2782 304-425-2025	<a href="mailto:kevin.g.belcher@wv.gov">kevin.g.belcher@wv.gov</a> <a href="mailto:melissa.d.midkiff@wv.gov">melissa.d.midkiff@wv.gov</a>	-81.115398	37.366396	WV 20 -- 0.10 Mi. W. of Princeton at Jct. WV 104	
	Flat Top Substation	21585 Beckley Road Flat Top, WV 25841					-81.108332	37.587853		
	I-77 near Princeton	320 Ambrose Lane Princeton, WV 24740		Joey Smith	304-487-5280	<a href="mailto:joey.m.smith@wv.gov">joey.m.smith@wv.gov</a>	-81.055387	37.358522		
				Richard A. Cregger	304-487-5228	<a href="mailto:richard.a.cregger@wv.gov">richard.a.cregger@wv.gov</a>				
Raleigh	Raleigh County HQ	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	Jeremy Canaday	304-573-0524	<a href="mailto:jeremy.w.canaday@wv.gov">jeremy.w.canaday@wv.gov</a>	-81.188918	37.812597	Located on County route 21/04 at Skelton	
				Marcia McGrady	304-256-6746	<a href="mailto:marcia.d.mcgrady@wv.gov">marcia.d.mcgrady@wv.gov</a>				
	Bolt Substation	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Jeremy Canaday	304-573-0524	<a href="mailto:jeremy.w.canaday@wv.gov">jeremy.w.canaday@wv.gov</a>	37.764016	37.764016		
				Marcia McGrady	304-256-6746	<a href="mailto:marcia.d.mcgrady@wv.gov">marcia.d.mcgrady@wv.gov</a>				
	Bragg Substation	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Robert Hebb	304-763-5312	<a href="mailto:robert.r.hebb@wv.gov">robert.r.hebb@wv.gov</a>	-80.984845	37.773654		
				Jeremy Canaday	304-573-0524	<a href="mailto:jeremy.w.canaday@wv.gov">jeremy.w.canaday@wv.gov</a>				
	Coalfields Substation	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Jason Criss	304-800-3924	<a href="mailto:jason.s.criss@wv.gov">jason.s.criss@wv.gov</a>	81°13'13.40"W	37°45'0.25"N		
				Jeremy Canaday	304-573-0524	<a href="mailto:jeremy.w.canaday@wv.gov">jeremy.w.canaday@wv.gov</a>				
Marcia McGrady				304-256-6746	<a href="mailto:marcia.d.mcgrady@wv.gov">marcia.d.mcgrady@wv.gov</a>					
Wyoming	Wyoming County HQ	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Shannon Stewart Eva England	304-732-9372 304-732-7031	<a href="mailto:shannon.b.stewart@wv.gov">shannon.b.stewart@wv.gov</a> <a href="mailto:eva.m.england@wv.gov">eva.m.england@wv.gov</a>	-81.509619	37.591109		
	Still Run Substation	9390 River Road Still Run, WV 25882					-81.434440	37.578902		
	Hanover Outpost	2959 US 52 Hanover, WV 24839					-81.798082	37.572979		





AMERROC-02

SGUILLEN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

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

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

PRODUCER License # 0C36861  
Alliant Insurance Services, Inc.  
560 Mission St 6th Fl  
San Francisco, CA 94105

## CONTACT

NAME:

PHONE  
(A/C, No, Ext): (415) 946-7500FAX  
(A/C, No):E-MAIL  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Zurich Insurance Company

40142

INSURER B : American Guarantee and Liability Insurance Company

26247

INSURER C : Zurich American Insurance Company

16535

INSURER D :

INSURER E :

INSURER F :

## INSURED

American Rock Salt Company, LLC  
P.O. Box 190  
Mount Morris, NY 14510

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GLO18720707	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			BAP018720907	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC018720607	10/30/2022	10/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cargo			MNG 3500495-22	8/1/2023	10/30/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is named as additional insured per written contract as it relates to general liability in accordance with the terms and conditions of the policy.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 0187207-07

Effective Date: 10/30/2022

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

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

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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

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

(1) Your "employee"; or

(2) An employee of a subcontractor acting on your behalf,

but only to the extent:

(a) Coverage for "bodily injury" to your "employee" or an employee of subcontractors acting on your behalf, regardless of whose fault caused such injury, is required by written contract or written agreement; and

(b) Such "bodily injury" arises in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

(i) Only applies to the extent permitted by law; and

(ii) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

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

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

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

2. Supervisory, inspection, architectural or engineering activities.

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

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

The additional insured must see to it that:

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

D. Solely with respect to this endorsement:

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

**Primary and Noncontributory insurance**

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

- (1) The additional insured is a Named Insured under such other valid and collectible insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other valid and collectible insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b. Excess Insurance** of the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

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

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

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

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

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

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

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

## Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0187207-07	10/30/2022	10/30/2023		06409000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

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

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





# **SAFETY DATA SHEET**

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

## **1. PRODUCT IDENTIFICATION**

### **1.1 COMMON NAME:**

**Rock Salt, Halite, Salt**

### **CHEMICAL NAME:**

Sodium Chloride

### **CHEMICAL FORMULA:**

NaCl

### **CAS#:**

7647-14-5

### **PRODUCT NAMES AS LABELED:**

Bulk Ice Control (Product Number BIC)

### **1.2 PRODUCT USE:**

The de-icing of roads, walkways and surfaces

### **1.3 MANUFACTURER'S NAME:**

**American Rock Salt Company LLC**

### **ADDRESS:**

5520 Route 63, Mount Morris, New York 14510

### **BUSINESS PHONE:**

1-585-243-9510

### **FAX NUMBER:**

1-585-243-4353

### **WEB SITE:**

[www.americanrocksalt.com](http://www.americanrocksalt.com)

### **1.4 EMERGENCY PHONE NUMBER:**

### **EMERGENCY PHONE #:**

1-585-243-9544

### **EMAIL:**

[SDS@americanrocksalt.com](mailto:SDS@americanrocksalt.com)

### **1.5 PREPARATION INFORMATION:**

### **DATE OF CURRENT REVISION:**

August 13, 2018 (Rev 2)

### **DATE OF LAST REVISION:**

June 10, 2015 (Rev 1)

## **2. HAZARD IDENTIFICATION**

### **EMERGENCY OVERVIEW:**

**Product Description:** This product is a white to off-white crystalline solid with no odor.

**Health Hazards:** Exposure to this product may cause irritation to eyes. Prolonged contact may cause skin irritation. May cause respiratory tract irritation.

**Flammability Hazards:** This product is a non-flammable solid.

**Reactivity Hazards:** None known

**Environmental Hazards:** The Environmental effects of this product have not been investigated. Release of this product is not expected to have significant adverse effects in the aquatic environment.

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

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

### **Component(s) Contributing to Classification(s)**

Sodium Chloride

### **2.2 LABEL ELEMENTS:**

### **GHS Pictograms:**



### **Signal Word: WARNING!**

### **GHS Hazard Classification(s):**

Skin Irritant Category 2

Eye Irritant Category 2A

STOT SE Category 3

### **Hazard Statement(s):**

H315: Causes skin irritation

H319: Causes serious eye irritation

H335: May cause respiratory irritation





# **SAFETY DATA SHEET**

## **Prevention Statement(s):**

P261: Avoid breathing fume/mist/vapors/spray.  
P264: Wash skin after handling.  
P271: Use only outdoors or in a well-ventilated area.  
P280: Wear protective gloves/protective clothing/eye protection.

## **Response Statement(s):**

P302+P352: IF ON SKIN: Wash with plenty of water.  
P321: Specific treatment (See section 4 of this SDS).  
P332+P313: If skin irritation occurs: Get medical advice/attention.  
P362+P364: Take off contaminated clothing and wash it before reuse.  
P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
P337+P313: If eye irritation persists: Get medical advice/attention.  
P304+P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing.  
P312: Call a POISON CENTER/doctor if you feel unwell.

## **Storage Statement(s):**

P403+P233: Store in a well-ventilated place. Keep container tightly closed.  
P405: Store locked up.

## **Disposal Statement(s):**

P501: Dispose of contents/container in accordance with local/regional/national/international regulations.

## **2.3 HEALTH HAZARDS OR RISKS FROM EXPOSURE:**

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

### **ACUTE:**

**INHALATION:** Inhalation may be irritating to the respiratory tract.

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

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

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

**CHRONIC:** None known

**TARGET ORGANS:** Acute: Eyes, Skin, Respiratory System

Chronic: None Known

## **3. COMPOSITION AND INFORMATION ON INGREDIENTS**

Hazardous Ingredients:	WT%	CAS#	EINECS #	Index #	GHS Classifications
Sodium Chloride	>99%	7647-14-5	231-598-3	Not Listed	Skin Irritant Cat 2, Eye Irritant Cat 2A, STOT SE Cat 3
YPS (Yellow Prussiate of Soda) Sodium Ferrocyanide	0.0075%	13601-19-9	237-081-9	Not Listed	Eye Irritant Cat 2A
Liquid Calcium Chloride (Anhydrous, 20 – 45% CaCl <sub>2</sub> Solution)	0.0017%	10043-52-4	233-140-8	017-013-00-2	Eye Irritant Cat 2A
Liquid Calcium Chloride may be present on salt. Added to YPS delivery system during cold months					
Balance of other ingredients is less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

## **4. FIRST-AID MEASURES**

### **4.1 DESCRIPTION OF FIRST AID MEASURES:**

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

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

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

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



# **SAFETY DATA SHEET**

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** None known

**4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:**

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

**4.3 RECOMMENDATIONS TO PHYSICIANS:** Treat symptoms and eliminate overexposure.

## **5. FIRE-FIGHTING MEASURES**

**5.1 FIRE EXTINGUISHING MATERIALS:**

Use fire extinguishing methods below:

Water Spray: Yes

Carbon Dioxide: Yes

Foam: Yes

Dry Chemical: Yes

Halon: Yes

Other: Any "C" Class

**5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:**

None known

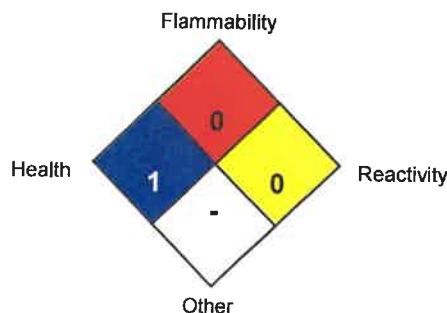
Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

**5.3 SPECIAL FIRE-FIGHTING PROCEDURES:**

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

**NFPA RATING SYSTEM**



**HMIS RATING SYSTEM**

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

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

## **6. ACCIDENTAL RELEASE MEASURES**

**6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:**

See section 8.2 for Exposure Controls.

**6.2 ENVIRONMENTAL PRECAUTIONS:**

No specific hazards connected with leaks and spills.

**6.3 SPILL AND LEAK RESPONSE:**

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

## **7. HANDLING and STORAGE**

**7.1 PRECAUTIONS FOR SAFE HANDLING:**

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

**7.2 STORAGE AND HANDLING PRACTICES:**

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



# **SAFETY DATA SHEET**

## **7.3 SPECIFIC USES:**

De-icing roads and walkways.

## **8. EXPOSURE CONTROLS - PERSONAL PROTECTION**

### **8.1 EXPOSURE PARAMETERS:**

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

### **8.2 EXPOSURE CONTROLS:**

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

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

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

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

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

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

## **9. PHYSICAL and CHEMICAL PROPERTIES**

### **9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:**

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

**ODOR:** None

**ODOR THRESHOLD:** Not Applicable

**pH:** Not Applicable

**MELTING/FREEZING POINT:** Not Applicable

**BOILING POINT:** >2575°F

**FLASH POINT:** Not Applicable

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

**FLAMMABILITY (SOLID, GAS):** Not Applicable

**UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS:** Not Applicable

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

**VAPOR DENSITY:** Not Applicable

**RELATIVE DENSITY:** Not Applicable

**DENSITY:** Not Applicable

**SPECIFIC GRAVITY:** 2.165

**SOLUBILITY IN WATER:** 317 g/l @ 60°F

**WEIGHT PER GALLON:** Not Available

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

**AUTO-IGNITION TEMPERATURE:** Not Applicable

**DECOMPOSITION TEMPERATURE:** Not Available

**VISCOSITY:** Not Available

**VOC g/l / Lb/gal:** 0

### **9.2 OTHER INFORMATION:**

No additional information available.



# **SAFETY DATA SHEET**

## **10. STABILITY and REACTIVITY**

### **10.1 REACTIVITY:**

This product is not reactive.

### **10.2 STABILITY:**

Stable under conditions of normal storage and use.

### **10.3 POSSIBILITY OF HAZARDOUS REACTIONS:**

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

### **10.4 CONDITIONS TO AVOID:**

Incompatible materials.

### **10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:**

Strong acids.

### **10.6 HAZARDOUS DECOMPOSITION PRODUCTS:**

Thermal decomposition products include hydrochloric acid.

## **11. TOXICOLOGICAL INFORMATION**

### **11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:**

#### **TOXICITY DATA:**

CAS#: 7647-14-5

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

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

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

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

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

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

**SPECIFIC TARGET ORGAN TOXICITY – REPEATED EXPOSURE:** None known

**ASPIRATION HAZARD:** None

## **12. ECOLOGICAL INFORMATION**

### **12.1 TOXICITY:**

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

### **12.2 PERSISTENCE AND DEGRADABILITY:**

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

### **12.3 BIOACCUMULATIVE POTENTIAL:**

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

### **12.4 MOBILITY IN SOIL:**

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

### **12.5 RESULTS OF PBT AND vPvB ASSESSMENT:**

No specific data available on this product.

### **12.6 OTHER ADVERSE EFFECTS:**

No specific data available on this product.

**ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.**

### **12.7 WATER ENDANGERMENT CLASS:**

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

## **13. DISPOSAL CONSIDERATIONS**

### **13.1 WASTE TREATMENT METHODS:**

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





# **SAFETY DATA SHEET**

## **13.2 EU Waste Code:**

Not determined.

## **14. TRANSPORTATION INFORMATION**

US DOT, IATA, IMO, ADR:

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

### **14.1 PROPER SHIPPING NAME:**

Non-Regulated Material

### **14.2 HAZARD CLASS NUMBER and DESCRIPTION:**

None

### **14.3 UN IDENTIFICATION NUMBER:**

None

### **14.4 PACKING GROUP:**

None

### **14.5 DOT LABEL(S) REQUIRED:**

None

**NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER:** None

**RQ QUANTITY:**

None

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

### **14.7 SPECIAL PRECAUTIONS FOR USER:**

Avoid exposure

### **14.8 INTERNATIONAL TRANSPORTION:**

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

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

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

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

## **15. REGULATORY INFORMATION**

### **15.1 UNITED STATES REGULATIONS:**

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

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

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

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

**OTHER U.S. FEDERAL REGULATIONS:** None

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

### **15.2 CANADIAN REGULATIONS:**

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

**OTHER CANADIAN REGULATIONS:** Not applicable.

**CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:**

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

**CANADIAN WHMIS CLASSIFICATION and SYMBOLS:** This product has been classified per WHMIS 2015.

### **15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:**

This product does meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.  
See Section 2 for full Details.

### **15.4 AUSTRALIAN INFORMATION FOR PRODUCT:**

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



# **SAFETY DATA SHEET**

## **15.5 JAPANESE INFORMATION FOR PRODUCT:**

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

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

### **JAPANESE ENCS INVENTORY:**

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

### **POISONOUS AND DELETERIOUS SUBSTANCES CONTROL LAW:**

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

## **15.6 INTERNATIONAL CHEMICAL INVENTORIES:**

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

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

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

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

Swiss Giftliste List of Toxic Substances: Listed

U.S. TSCA: Listed

## **16. OTHER INFORMATION**

### **16.1 ABBREVIATIONS AND ACRONYMS:**

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

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

NFPA: National Fire Protection Association (USA)

**PREPARED BY:** Chris Eigbrett (**MSDS to GHS Compliance**)

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

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

**END OF SDS SHEET**

## YELLOW PRUSSATE OF SODA

American Rock salt is treated with Yellow Prussiate of Soda for anti-caking requirements.

### 1. DESCRIPTION

The Chemical name for this additive is Sodium Ferrocyanide, a non-toxic food grade additive. The application is in liquid form at a ratio of 75 PPM.

### 2. SOLUBILITY

Yellow Prussiate of Soda is 100% soluble in water.

### 3. PHOTODECOMPOSITION

Yellow Prussiate of Soda in the outer crust of untarped or uncovered salt will decompose in ultra violet light or sunlight although this reaction is a slow process.

4. YPS is dissolved in water and applied as a spray to the salt on the conveyor system before being loaded into trucks, rail cars or stored in stockpiles.

### Primary analytical method

#### 1. PRINCIPLE

Sodium Ferrocyanide (YPS) is converted to Ferric Ferrocyanide (Prussian Blue) in the presence of Ferrous Sulfate and read on a spectrophotometer at 725nm. Free Sodium Ferrocyanide (YPS) is readily converted to Prussian Blue and directly read on the spectrophotometer. However, under certain conditions, YPS may be converted to an insoluble form of Ferrocyanide which will not be detected by the free YPS method. In this case, to accurately determine the YPS concentration, an alkaline digestion is used, and the YPS is reported as Total YPS.

#### 2. ESSENTIAL INSTRUMENTATION and REAGENTS

Spectrophotometer capable of measurement at 725nm, measuring cells conforming to instrument sample holder, ½ to 2 inches in width.

Sodium Ferrocyanide decahydrate –  $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10\text{H}_2\text{O}$

Ferrous Sulfate (5% solution prepared daily) –  $\text{FeSO}_4 \cdot 7\text{H}_2\text{O}$

Sulfuric Acid concentrated –  $\text{H}_2\text{SO}_4$

2% Sodium Hydroxide (wt/wt) NaOH

1:4 Hydrochloric Acid – HCl

### 3. PROCEDURE

- Standard Curve Preparation – A 1000 ppm stock standard can be prepared using 1.5927 g Sodium Ferrocyanide decahydrate dissolved in distilled water and diluted to 1 liter. Prepare a 10 ppm working standard from this stock solution. Transfer the appropriate aliquot of the working standard to each of ten numbered 100 ml. volumetric flasks as indicated in the following table.

Flask #	mls of working solution to add	Equivalent Micrograms Anhydrous YPS per ml.
1	0 (Blank)	0.0
2	2	0.2
3	3	0.3
4	5	0.5
5	8	0.8
6	10	1.0
7	15	1.5
8	20	2.0
9	30	3.0
10	40	4.0

- Add 5 ml. of 5% Ferrous Sulfate solution to each flask. Dilute to volume with brine solution prepared using YPS-free salt (see Reagent Preparation). Stopper, mix well and allow 15 minutes for color development. Immediately thereafter, zero the spectrophotometer with the blank and record the absorbances for the remaining concentration levels. Plot a standard curve of absorbance vs. concentration. Using linear regression, determine the correlation coefficient and the slope of the curve.
- A method blank, prepared using the following procedure, is required for each of the following YPS methods. Prepare the blank by dissolving 25 g of YPS free salt in 80 ml. of distilled water. The solution should be clear. However, if turbidity persists, filter the solution through two Gelman type "E" glass fiber filters. Add 5 ml. of 5% Ferrous Sulfate solution to the blank and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Immediately, zero spectrophotometer with the method blank and run a check standard to determine the validity of the calibration curve.

### 4. FREE YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add 750 ml. distilled water and stir until the salt dissolves. Filter through two Gelman Type "E" glass fiber filters. The solution should be clear, however if turbidity persists filter the solution through a finer pore filter. Dilute the solution to 1 liter using distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

### 5. TOTAL YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add sufficient 2% Sodium Hydroxide to cover the salt and stir for 10 minutes. Then add 700 ml. distilled water and stir until the salt dissolves. Filter the solutions through two Gelman Type "E" glass fiber filters. The solution should be clear, however, if turbidity persists filter the solution through a finer pore filter. In a fume hood, adjust the pH of the solution to between 7.0 – 9.0 with 1:4 hydrochloric acid. Quantitatively transfer the solution to a liter volumetric flask, dilute to volume with distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots



until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

Total YPS – Free YPS = YPS converted to Prussian Blue (Bound).

## 6. SAMPLE CALCULATION

Total YPS

Sample Size	150.00 g
ml. aliquot to blue	25
Slope of the standard curve	0.1500
Sample Absorbance	0.035

Divide the sample absorbance by the slope to determine gamma, which represents the micrograms (ug) of YPS per ml. of solution in the flask. Divide gamma by the total dilution factor (D.F.) as calculated below, to determine the concentration in parts per million (ppm) of YPS in the salt.

$$\begin{aligned} \text{Tot D.F.} &= (150.00 \text{ g}/1000 \text{ ml.}) \times (25 \text{ ml.}/100 \text{ ml.}) \\ &= (.150) \times (.25) \\ &= 0.0375 \text{ g/ml.} \end{aligned}$$

Abs.	Ug/ml	D.F.	Ppm YPS
0.035	0.2333	0.0375	6.2

Step 1  $(0.035) / (0.1500) = 0.2333 \text{ ug/ml (gamma)}$

Step 2  $(0.2333 \text{ ug/ml}) / (0.0375 \text{ g/ml}) = 6.2 \text{ ug YPS/g salt (ppm)}$

Alternately, the concentration of the sample may be derived directly from the graph of the standard curve by taking the concentration corresponding to the sample absorbance and then dividing this value by the dilution factor (D.F.) to obtain the concentration of YPS in the salt.

## 7. REAGENT PREPARATION

Brine solution for standard curve – Dissolve 250 g of YPS-free salt in 800 ml. of distilled; deionized water. If the solution appears cloudy, filter the brine through a glass fiber filter, then dilute to 1 liter.

Ferrous Sulfate Solution – 5% (wt/wt) – (solution should be prepared fresh daily) – In a 100 ml. volumetric flask, dissolve 5 g Ferrous Sulfate in 80 ml. distilled water. In a fume hood, add 2 ml. concentrated sulfuric acid and dilute to volume.

Sodium Hydroxide – 2% (wt/wt) – in a 1 liter volumetric flask, dissolve 20 g sodium hydroxide in 800 ml. distilled water, then dilute to volume.

1:4 Hydrochloric Acid – In a fume hood, carefully add 25 ml. of concentrated hydrochloric acid to 75 ml. of distilled, deionized water. Mix well.

# Safety Data Sheet

Date of Revision: 11/27/2017

## Sodium Ferrocyanide

### Section 1 - Chemical Product and Company Identification

#### WEGO CHEMICAL GROUP

239 Great Neck Road - Great Neck, NY 11021 - USA

Tel: +1 (516) 487 3510 - Fax: +1 (516) 487 3794

[sales@wegochem.com](mailto:sales@wegochem.com) - [wegochem.com](http://wegochem.com)

**Product/Chemical Name:** Sodium Ferrocyanide

**Chemical Formula:**  $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10\text{H}_2\text{O}$

**CAS Number:** 14434-22-1

**Other Designations:** Sodium Ferrocyanide decahydrate; sodium hexacyanoferrate; YPS

**Derivation:**

**General Use:** Manufacture of sodium ferricyanide, blue pigments, blueprint paper, anti-caking agent for salt, ore flotation, pickling metals, polymerization catalyst, photographic fixing agent.

**Emergency Telephone: (ChemTel) Contract MIS0000335; 800 255-3924; INTL 813 248-0585**

### Section 2 - Hazards Identification

#### ☆☆☆☆☆ Emergency Overview ☆☆☆☆☆

**MAY CAUSE EYE AND SKIN IRRITATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING. MAY BE HARMFUL IF SWALLOWED.**

#### HMIS

H	2
F	0
R	0

#### PPE†

†Sec. 8

#### Potential Health Effects

**Primary Entry Routes:** Inhalation, Ingestion

**Target Organs:** None listed

#### HAZARDS IDENTIFICATION

**Label elements**

None

**Hazard symbol**

None

**Signal word**

None

**Hazard statement**

The 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.

**Disposal**

Dispose of waste and residues in accordance with local authority requirements.

**Hazard(s) not otherwise classified (HNOC) None**

#### Acute Effects

**Inhalation:** May cause respiratory tract irritation. May cause anoxia, characterized by weakness, headache, dizziness, confusion, cyanosis, weak and irregular heartbeat, collapse, unconsciousness, convulsions, coma and death.

**Eye:** May cause mild eye irritation.

**Skin:** May cause skin irritation.

**Ingestion:** May cause gastrointestinal irritation with nausea, vomiting and diarrhea.

**Carcinogenicity:** IARC, NTP, and OSHA do not list sodium ferrocyanide as a carcinogen.

**Medical Conditions Aggravated by Long-Term Exposure:**

**Chronic Effects:** unknown

## Sodium Ferrocyanide

### Section 3 - Composition / Information on Ingredients

Ingredient Name	CAS Number	EINECS/ELINCS	% wt or % vol
Sodium Ferrocyanide	14434-22-1	237-081-9	100

**Limit values:** No limit values have been established for this product for use in the USA and Canada.

Ingredient	OSHA PEL		ACGIH TLV		NIOSH REL		NIOSH
	TWA	STEL	TWA	STEL	TWA	STEL	IDLH
Sodium Ferrocyanide	none estab.	none estab.	none estab.	none estab.	none estab.	none estab.	none estab.

### Section 4 - First Aid Measures

**Inhalation:** Supply fresh air. If required, provide artificial respiration.

**Eye Contact:** Rinse opened eye for several minutes under running water. Then consult a doctor if irritation persists.

**Skin Contact:** Immediately wash with water and soap and rinse thoroughly. Seek medical advice if irritation persists.

**Ingestion:** If material is swallowed, induce vomiting if patient is conscious. Never give anything by mouth to an unconscious person. Seek medical advice.

*After first aid, get appropriate in-plant, paramedic, or community medical support.*

**Note to Physicians:** Treat symptomatically and supportively.

### Section 5 - Fire-Fighting Measures

**Flash Point:** not applicable

**Flash Point Method:**

**Burning Rate:**

**Auto-ignition Temperature:** not determined

**LEL:** not determined

**UEL:** not determined

**Flammability Classification:** Product is not flammable.

**Extinguishing Media:** Product is not flammable. Use firefighting measures that suit the surrounding fire.

**Unusual Fire or Explosion Hazards:** none

**Hazardous Combustion Products:**

**Fire-Fighting Instructions:** Do not release runoff from fire control methods to sewers or waterways.

**Fire-Fighting Equipment:** Because fire may produce toxic thermal decomposition products, wear a self-contained breathing apparatus (SCBA) with a full face-piece operated in pressure-demand or positive-pressure mode.

NFPA



### Section 6 - Accidental Release Measures

**Spill /Leak Procedures:** Wear protective equipment. Keep unprotected persons away. Ensure adequate ventilation. Avoid raising dust. Eliminate flammables. Eliminate all ignition sources. Dispose contaminated material as waste according to official regulations.

**Large Spills**

**Containment:** For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.

**Cleanup:** Water, if necessary with cleansing agents.

**Regulatory Requirements:** Follow applicable OSHA regulations (29 CFR 1910.120).

### Section 7 - Handling and Storage

**Handling Precautions:** Keep container tightly sealed.

**Storage Requirements:** Store in a cool, dry, well-ventilated area away from incompatible substances.

### Section 8 - Exposure Controls / Personal Protection

**Engineering Controls:**

**Ventilation:** Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs (Sec. 2). Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

**Administrative Controls:**

## Sodium Ferrocyanide

**Respiratory Protection:** Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a MSHA/NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen. For emergency or non-routine operations (cleaning spills, reactor vessels, or storage tanks), wear an SCBA.

*Warning! Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.* If respirators are used, OSHA requires a written respiratory protection program that includes at least: medical certification, training, fit-testing, periodic environmental monitoring, maintenance, inspection, cleaning, and convenient, sanitary storage areas.

**Protective Clothing/Equipment:** Wear chemically protective gloves, boots, aprons, and gauntlets to prevent prolonged or repeated skin contact. Wear protective eyeglasses or chemical safety goggles, per OSHA eye- and face-protection regulations (29 CFR 1910.133). Contact lenses are not eye protective devices. Appropriate eye protection must be worn instead of, or in conjunction with contact lenses.

**Safety Stations:** Make emergency eyewash stations, safety/quick-drench showers, and washing facilities available in work area.

**Contaminated Equipment:** Separate contaminated work clothes from street clothes. Launder before reuse. Remove this material from your shoes and clean personal protective equipment.

**Comments:** Never eat, drink, or smoke in work areas. Practice good personal hygiene after using this material, especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

### Section 9 - Physical and Chemical Properties

**Physical State:** solid

**Appearance and Odor:** yellow semi-transparent crystals/odorless

**Odor Threshold:** not determined

**Vapor Pressure:** N/A

**Vapor Density (Air=1):**

**Formula Weight:** 484.06

**Density/Specific Gravity (H<sub>2</sub>O=1, at 4 °C):** 1.458

**pH:** N/A

**Flash Point:** not applicable

**Flash Point Method:**

**Burning Rate:** not determined

**Auto-ignition Temperature:** not determined

**Water Solubility:** 318.5 g/l @ 20 °C

**Other Solubilities:** not determined

**Boiling Point:** N/A

**Freezing/Melting Point:** N/A

**Decomposition Point:** 815 °F (435 °C)

**Viscosity:** not determined

**Refractive Index:** not determined

**Surface Tension:** not determined

**% Volatile:** N/A

**Evaporation Rate:** N/A

**LEL:** not determined

**UEL:** not determined

### Section 10 - Stability and Reactivity

**Stability:** Sodium Ferrocyanide is stable at room temperature in closed containers under normal storage and handling conditions.

**Polymerization:** Hazardous polymerization cannot occur.

**Chemical Incompatibilities:** Oxidizing agents, ammonia, chromic acid and strong acids.

**Conditions to Avoid:** incompatibilities. **ACIDS:** Evolution of highly toxic and flammable hydrogen cyanide gas. **OXIDIZERS (STRONG):** Fire and explosion hazard.

**Hazardous Decomposition Products:** Thermal oxidative decomposition of Sodium Ferrocyanide can produce oxides of nitrogen, carbon monoxide, carbon dioxide and hydrogen cyanide.

### Section 11- Toxicological Information

**SODIUM FERROCYANIDE:**

**ADDITIONAL DATA:** Because of the strong chemical bond between the cyanide group and the iron, ferrocyanides do not release cyanide under normal conditions. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

**Toxicity**

Oral (rat) LD<sub>50</sub>: 5100 mg/kg

**HEALTH EFFECTS:**

**INHALATION:**

**ACUTE EXPOSURE: SODIUM FERROCYANIDE:** May cause irritation to the respiratory tract. Ferrocyanides have a low order of toxicity. However, certain industrial processes may release hydrogen cyanide which is a chemical asphyxiant.

**CHRONIC EXPOSURE: SODIUM FERROCYANIDE:** No data available.

**SKIN CONTACT:**

**ACUTE EXPOSURE:**



## Sodium Ferrocyanide

SODIUM FERROCYANIDE: May cause irritation.

### CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No specific data available. No dermatitis was reported in workers handling potassium ferrocyanide over a number of years.

### EYE CONTACT:

#### ACUTE EXPOSURE:

SODIUM FERROCYANIDE: Dust may cause irritation.

#### CHRONIC EXPOSURE:

SODIUM FERROCYANIDE: No data available.

### INGESTION:

ACUTE EXPOSURE: SODIUM FERROCYANIDE: The reported probable lethal dose in humans is 0.5-5.0 gm/kg. Ferrocyanide salts are rapidly excreted in urine without metabolic alteration.

CHRONIC EXPOSURE: SODIUM FERROCYANIDE: No data available.

\* See NIOSH, *RTECS*, for additional toxicity data.

## Section 12 - Ecological Information

**Ecotoxicity:** data not available.

**Environmental Fate:** data not available.

**Environmental Degradation:** data not available.

**Soil Absorption/Mobility:** data not available.

## Section 13 - Disposal Considerations

**Disposal:** Contact your supplier or a licensed contractor for detailed recommendations. Follow applicable Federal, state, and local regulations.

**Disposal Regulatory Requirements:**

## Section 14 - Transport Information

### Not regulated for transportation

US DOT(49 CFR 172.101):

PSN:

Hazard Class:

UN Number:

Packing Group:

IATA

PSN:

Hazard Class:

UN Number:

Packing Group:

TDG

PSN:

Hazard Class:

UN Number:

Packing Group:

IMDG/IMO

PSN:

Hazard Class:

UN Number:

Packing Group:

## Section 15 - Regulatory Information

### U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4): Not regulated.

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):

Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):

Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

## Sodium Ferrocyanide

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

### STATE REGULATIONS:

California Proposition 65: Not regulated.

### CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: D2B. Material causing toxic effects (TOXIC): No products were found.

### NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

## Section 16 - Other Information

**Disclaimer:** All information, recommendations and suggestions appearing herein are based upon sources believed to be reliable: However, it is the user's responsibility to determine the safety, toxicity and suitability for its own use of this product. WEGO CHEMICAL GROUP DOES NOT ASSUME ANY LIABILITY ARISING OUT OF THE USE BY OTHERS OF THIS PRODUCT.

