



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR

 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: **08/02/2006** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
<p>SODIUM CHLORIDE</p> <p>VENDOR SHOULD TYPE PRICES</p> <p>OPEN END CONTRACT</p> <p>FURNISH ALL LABOR, MATERIALS AND EQUIPMENT TO SUPPLY SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AT THE LOCATIONS AND IN THE ESTIMATED QUANTITIES SET OUT IN THE ATTACHED BID SCHEDULES.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p> <p style="text-align: right;">Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony T. Patton</i> Anthony T. Patton	TELEPHONE	DATE August 4, 2006
TITLE Assistant Manager Highway Ice Control Marketing	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR
 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: 08/02/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p style="text-align: right;">Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	ANTHONY T. PATTON	TELEPHONE	DATE
TITLE	Assistant Manager Highway Ice Control Marketing		August 4, 2006
FEDERAL ID # 36-4140798		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR
 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 07/13/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p style="text-align: right;">Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony T. Patton</i> Anthony T. Patton	TELEPHONE	DATE August 4, 2006
TITLE Assistant Manager Highway Ice Control Marketing	FEIN FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR

 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 07/13/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM</p>						

Sales Rep. Eugene Ruffin
 Phone # 800/433-7258 Ext. 2233

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Anthony T. Patton</i> Anthony T. Patton	TELEPHONE	DATE August 4, 2006	
TITLE Assistant Manager Highway Ice control marketing	FEIN FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**Request for
 Quotation**

RFQ NUMBER
667C0003

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR

 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: 08/02/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony T. Patton</i> Anthony T. Patton	TELEPHONE	DATE August 4, 2006
TITLE Assistant Manager Highway Ice Control Marketing	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR
 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: **08/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
MORTON SALT						
BIDDER: -----						
DATE: August 4, 2006 -----						
SIGNED: <i>Anthony T. Patton</i> ----- Anthony T. Patton Assistant Manager Highway Ice Control Marketing						
TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: JJ-33 Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony T. Patton</i>	ANTHONY T. PATTON	TELEPHONE	DATE August 4, 2006
TITLE Assistant Manager Highway Ice Control Marketing	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
667C0003

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR

 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: **08/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.:			667C0003			
BID OPENING DATE:			08/02/06			
BID OPENING TIME:			1:30 P.M.			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 312/807-2669 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- For ordering: 888/800-8905 -----						
***** THIS IS THE END OF RFQ 667C0003 *****						TOTAL: \$7,062,488.20
Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Anthony T. Patton	TELEPHONE	DATE August 4, 2006
TITLE	Assistant Manager Highway Ice Control Marketing	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

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

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

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room A-729
1900 Kanawha Blvd., East
Charleston, West Virginia 25305

Sodium Chloride shall conform to the requirements of ASTM D632-83 and Type I, Grade 1 and shall be delivered in bulk.

2. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of seventy (70) percent of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of one hundred and twenty-five (125) percent of the total estimated award quantity stated in this contract. All guaranteed deliveries shall be completed prior to March 15, 2006.

Bidder agrees, by execution of this bid, that the guaranteed accepted quantity (seventy percent of total estimated needs) shall be delivered to Division of Highways storage sites or in a Department of Environmental Protection approved stockpile(s) by December 15, 2006.

3. BIDDING INSTRUCTIONS

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in the bidding schedule. Actual quantities to be delivered to each location will be specified in a State Contract Purchase Order (SCO), which will be issued by the Department of Highways at the time delivery is required.

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

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site" will be awarded a contract for this item (see section 11).

Qualified Vendors who submit a valid bid for "FOB Division's Storage Site" will be awarded a contract for those locations for which their bid is low.

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

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site" will be awarded a contract for this item (see section 11).

5. DELIVERY

A State Contract Purchase Order (SCO) for delivery to individual Division of Highways Storage Sites will be issued to the Vendor awarded a contract for that specific location (see Bid Schedule).

From December 1, 2006 through March 31, 2007 delivery shall be made within seven (7) calendar days after vendor is notified by the Division of Highways.

In the event the Vendor to which the SCO is issued is unable to comply with the specified delivery schedule the Division may, at it's option, cancel all or part of the SCO and obtain the required quantity of Sodium Chloride from the most economical available source.

6. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

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

The Division may conduct sampling and testing to verify material quality or gradation.

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 308.5 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, Adopted 2000 as modified by the current Supplemental Specifications.

8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

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

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

9. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- a) All Weight Ticket numbers for material delivered during the invoicing period.
- b) Division of Highways State Contract Purchase Order (SCO) Number, and this Contract Number.
- c) Total quantity and unit price with the total cost of each type of material furnished.

NOTE: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Purchase Order (SCO).



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

Request for Quotation

RFQ NUMBER
 667C0003

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN JOHNSTON
 304-558-2402

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR
 CHICAGO IL 60606-1743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/26/2006				

BID OPENING DATE: 08/09/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				REVISED BID SCHEDULE FOR DISTRICT #1 ATTACHED. (CHANGES TO ESTIMATED QUANTITIES).		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 08-02-06 AT 1:30 P.M.		
				TO: 08-09-06 AT 1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	TN		775-45		
				SODIUM CHLORIDE		
***** THIS IS THE END OF RFQ 667C0003 ***** TOTAL:						\$7,062,488.20
Sales Rep. Eugene Ruffin Phone # 800/433-7258 Ext. 2233						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anthony T. Patton</i>	Anthony T. Patton	TELEPHONE	DATE August 4, 2006
TITLE Assistant Manager Highway Ice Control Marketing	FEIN	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE
(DOH CLASSIFICATION 011-010-000001)

DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Boone	Clinton (WV 85)	960	\$67.19
Boone	Rock Creek	1300	\$60.70
Boone	Seth	810	\$58.08
Clay	Cr 11 Widen Road	1020	\$59.28
Clay	Maysel	480	\$59.87
Kanawha	Chelyan	1050	\$57.55
Kanawha	Elkview	1260	\$57.74
Kanawha	North Charleston	1650	\$55.20
Kanawha	St. Albans	1050	\$54.37
Mason	Point Pleasant	1680	\$52.67
Putnam	Red House	660	\$54.09
Putnam	Hurricane (Rt. 34)	510	\$53.55
I-64 Section 2	Scary	690	\$54.53
I-64 Section 3	Rt. 119 & Penn Ave.	1110	\$55.46
I-77 Section 3	Sissonville	870	\$56.63
I-79 Section 6	Anna	750	\$58.56
Corr. G.	Alum Creek	810	\$55.40

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 2

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Cabell	Barboursville	2500	\$51.89
Lincoln	West Hamlin	900	\$48.06
Lincoln	Yawkey	800	\$49.98
Lincoln	Harts	800	\$50.74
Logan Substation	Chapmanville	800	\$60.51
Corridor G Hdq.	Chapmanville	1000	\$61.14
Logan	Wilkinson HQ	1300	\$67.43
Logan	Man	1000	\$67.33
Mingo & Corr. G.	Miller's Creek	2200	\$66.94
Mingo	Gilbert	800	\$68.71
Wayne	Pritchard	800	\$52.22
Wayne	Wayne HQ	1200	\$48.06
Wayne	Crum	600	\$49.98
I-64	Huntington	1400	\$51.58

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Calhoun	Millstone	1000	\$52.32
Jackson	Ripley	1500	\$50.09
Pleasants	Belmont	700	\$45.91
Ritchie	Ellenboro	1500	\$47.98
Roane Wv 36	Lefthand	200	\$57.60
Roane US119	Lefthand (Amber Hill)	100	\$57.60
Roane	Spencer	1000	\$50.09
Wirt	Elizabeth	1000	\$47.98
Wood	Parkersburg (Rt. 958)	1500	\$45.69
Corridor D	Nutter Farm	500	\$46.96
Corridor D	Greenwood	700	\$48.42
I-77	Parkersburg	1500	\$45.69
I-77 Section 2	Medina	700	\$47.98

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE
(DOH CLASSIFICATION 011-010-000001)
DISTRICT 4

COUNTY	DELIVERY SITE	ESIMATED NEEDS (TONS)	BID PRICE (PER TON)
Doddridge	Smithburg	1500	<u>\$50.09</u>
Harrison	Gore	4000	<u>\$57.11</u>
Harrison	Saltwell	1500	<u>\$56.12</u>
Marion	Fairmont	1500	<u>\$55.13</u>
Marion	Mannington	1000	<u>\$58.11</u>
Monongalia	Sabraton	3500	<u>\$53.20</u>
Monongalia	Pentress	1500	<u>\$60.65</u>
Preston	Albright	2500	<u>\$56.12</u>
Preston	Bruceton	1500	<u>\$54.08</u>
Preston	Terra Alta	1000	<u>\$56.62</u>
Preston	Fellowsville	1100	<u>\$56.62</u>
Preston	Aurora	1500	<u>\$58.60</u>
Taylor	Fetterman/Prunytown	2500	<u>\$55.63</u>
APD 50	Tunnel Hill	2500	<u>\$52.32</u>
I-68	Cooper's Rock	4000	<u>\$54.08</u>
I-79	Goshen Road	2500	<u>\$53.20</u>
I-79	Lost Creek	2500	<u>\$57.11</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 5

COUNTY	DELIVERY SITES	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Berkeley & I-81	Martinsburg	3000	NO BID
Grant	Petersburg	1000	NO BID
Grant	Mt. Storm	2000	NO BID
Hampshire	Romney	700	NO BID
Hampshire	Capon Bridge	400	NO BID
Hampshire	Slanesville	300	NO BID
Hardy	Moorefield	900	NO BID
Hardy	Baker	1300	NO BID
Jefferson	Charles Town	1000	NO BID
Mineral	New Creek	800	NO BID
Mineral	Sky Line	800	NO BID
Mineral	Short Gap	300	NO BID
Morgan	Berkeley Springs	900	NO BID
Morgan	Largent	350	NO BID

10. BID SCHEDULE (continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Brooke	Wellsburg	2500	\$45.54
Brooke	Weirton	2000	\$45.23
Hancock	New Manchester	2000	\$45.23
Marshall	Glen Dale	3500	\$47.41
Marshall	Cameron Sub.	1500	\$48.65
Ohio	Triadelphia	2500	\$46.71
Tyler	Sistersville	1000	\$47.98
Tyler	Centerville Sub.	1000	\$47.98
Wetzel	New Martinsville	1900	\$48.42
Wetzel	Pine Grove Sub.	1000	\$50.74
Wetzel	Hundred Sub.	1200	\$50.63
I-70	Woodland (Triadelphia)	2700	\$47.05

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)
DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Barbour	Phillipi	2500	\$61.33
Barbour	Belington	1500	\$61.99
Braxton	Gassaway	1000	\$61.33
Braxton	Heaters	800	\$63.89
Gilmer	Glenville	1200	\$57.32
Lewis	Weston (Ben Dale)	1800	\$61.33
Upshur	Buckhannon (Clow Lot)	2300	\$61.99
Upshur	Tennerton	800	\$61.99
Upshur	APD-Buckhannon-Mudlick	800	\$61.99
Upshur	Kanawha Head	800	\$63.89
Webster	Cherry Falls	1000	\$66.89
Webster	Cowen	800	\$66.89
Webster	Hacker Valley	300	\$64.79
I-79 Section 5	Coon Knob	1400	\$61.33
I-79 Section 4	Burnsville	1200	\$62.60
I-79 Corridor H	Disforces-Weston-Mudlick	1200	\$61.33

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE
(DOH CLASSIFICATION 011-010-000001)
DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (Per Ton)
Pendleton	Franklin	1000	NO BID
Pendleton	Judy Gap	500	NO BID
Pendleton	Brandywine	300	NO BID
Pendleton	Onego	250	NO BID
Pocahontas	Marlinton	800	NO BID
Pocahontas	Seebert	700	NO BID
Pocahontas	Green Bank	600	NO BID
Pocahontas	Bartow (Thornwood)	500	NO BID
Pocahontas	Slaty Fork	800	NO BID
Randolph	Elkins	3500	\$57.60
Randolph	Harmon	1200	NO BID
Randolph	Coalton	2000	\$57.60
Randolph	Valley Head	500	NO BID
Randolph	Mill Creek	1500	NO BID
Randolph	Pickens	350	\$59.79
Tucker	Parsons	1500	NO BID
Tucker	Thomas	2000	NO BID

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Fayette	Oak Hill	2000	NO BID
Fayette	Corridor L Oak Hill	1000	NO BID
Fayette	Lookout	2000	NO BID
Fayette	Glen Ferris	900	NO BID
Greenbrier	Lewisburg	1200	NO BID
Greenbrier	Crawley	2000	NO BID
Monroe	Union	800	NO BID
Monroe	Peterstown	400	NO BID
Nicholas	Summersville	2000	NO BID
Nicholas	Curtin	1200	NO BID
Summers	Summers Co. HQ	2000	NO BID
I-64	Harts Run	1200	NO BID
APD 19	Muddlety	1800	NO BID

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
McDowell	Havaco	1600	NO BID
McDowell	Yukon	400	NO BID
McDowell	Johnnycake Mt.	600	NO BID
McDowell	Raysel	200	NO BID
Mercer	Mercer Co. HQ	3800	NO BID
Mercer	Flat Top	1200	NO BID
Raleigh	Raleigh Co. HQ	3600	NO BID
Raleigh	Bolt	1500	NO BID
Wyoming	Pineville	3000	NO BID
Wyoming	Still Run	2500	NO BID
Wyoming	Hanover	600	NO BID
I-77	Princeton	2200	NO BID
I-64	Bragg	2800	NO BID

BIDDING FOB VENDORS STORAGE LOT

11. Bidding F.O.B. Vendor's Storage Site

<u>Location of Storage Site</u>	<u>Bid Price (\$/Ton) F.O.B Vendor's Storage Site (Note 1)</u>
<u>Marietta, OH</u>	<u>\$48.00</u>
<u>Portsmouth, OH</u>	<u>\$48.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Note 1 : Bid price shall include cost of vendor
Loading Division trucks.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: **MORTON SALT**

Authorized Signature: *Anthony T. Patton* Date: August 4, 2006

MORTON SALT

A Rohm and Haas Company

AUGUST 4, 2006

WEST VIRGINIA DOT
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION – BUILDING 15
2019 WASHINGTON STREET, EAST
EAST CHARLESTON, WV 25305-0130:

RE: RFQ#667C0003 (SODIUM CHLORIDE)

Morton does not wish to extend prices, terms and conditions of this bid and subsequent contract to any political sub-division of the State.



CERTIFICATION

I, Mary E. Doohan, Assistant Secretary of Morton International, Inc., an Indiana Corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution entitled "Execution of Agreements, Bids, Contracts, Deeds and Powers of Attorney" duly adopted on November 8, 2005 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Walter W. Becky II is a duly elected and acting Vice President, and Mary E. Doohan is a duly elected and acting Vice President of Morton International, Inc. as of the date hereof, and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization dated April 17, 2006 signed by Walter W. Becky II, and Mary E. Doohan.



Mary E. Doohan

Dated: August 4, 2006

Morton International, Inc.
Excerpt from Board of Directors' Meeting
November 8, 2005

Execution of Agreements, Bids, Contracts,
Deeds and Powers of Attorney

RESOLVED: That any two of the Chief Executive Officer and any Vice President, are hereby authorized as they may deem necessary or advisable for the business of the Company to execute and deliver agreements, bids, contracts and other documents on behalf of the Company in any transaction involving the sale of Company product where the amount involved does not exceed \$50 million for any one year and \$100 million in total;

RESOLVED: That any of the following officers, the Chief Executive Officer, any Vice President, the Treasurer, the Controller or the Secretary are hereby authorized as they may deem necessary or advisable for the business of the Company to

- (1) execute and deliver agreements, bids, contracts, deeds, powers of attorney and other documents on behalf of the Company in any matter where the amount involved does not exceed \$5,000,000 for agreements regarding the sale of the Company's products to its customers; and
- (2) designate others who may execute and deliver agreements, bids, contracts, deeds, powers of attorney and other documents on behalf of the Company for specifically named transactions or categories of transactions where the amount involved does not exceed \$5,000,000 for agreements regarding the sale of the Company's products to its customers.

TO: Lisa F. Zumbach - Vice President, Industrial and Ice Control Sales and Marketing
Thomas J. Butler - Manager Highway Ice Control, Sales and Marketing
Anthony T. Patton - Assistant Manager Highway Ice Control

Pursuant to the authority granted by the Enabling Resolutions adopted by the Board of Directors of Morton International, Inc., on November 8, 2005;

You are hereby designated as persons authorized to execute and deliver any and all agreements, applications, bonds, certificates, or document of any kind necessary or advisable in furtherance of Morton Salt's interests, to the extent such document involves matters related to your responsibilities in the above-listed position; to the extent such document involves official bulk highway de-icing bids and contracts where the amount involved does not exceed \$50 million per year; being subject to the limitations set forth in any applicable Board of Directors' Resolution or published Morton Salt policy; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, amended or terminated.

Effective Date: April 17, 2006

Signed: _____


Walter W. Becky II
Vice President
Morton International, Inc.

Signed: _____


Mary E. Doohan
Vice President
Morton International, Inc.