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

Request for Quotation

6610C026

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN

304-558-2402

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*823000712 800-323-1641 NORTH AMERICAN SALT CO 9900 WEST 109TH ST #600

OVERLAND PARK KS

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS. 05/30/2010 BID OPENING DATE: BID OPENING TIME 06/16/2010 01:30PM CAT QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT 0001 915-28-07-001 ΤN 1 SODIUM CHLORIDE OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE SUPPLY OF SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AND THE WEST VIRGINIA PARKWAY AUTHORITY AT THE LOCATIONS LISTED IN THE ATTACHED SPECIFICATIONS. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. EXHIBIT 3 THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS

1047632

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30
- 5. Payment may only be made after the delivery and acceptance of goods or services
- 6. Interest may be paid for late payment in accordance with the West Virginia Code
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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DIVISION OF HIGHWAYS
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BY ORDER

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1 SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 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 Engineering Division, Technical Division Building 5, Room A-650 1900 Kanawha Blvd., East Charleston, West Virginia 25305 Phone: 304-558-2885

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 eighty-five (85) 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 ten percent (110%) of the total estimated award quantity stated in this contract. Quantities purchased $F_{*}O_{*}B_{*}$ Vendor's Storage Site will not be included in the acceptance and delivery guarantee. All guaranteed deliveries shall be completed prior to March 15, 2011.

Bidder agrees, by execution of this bid, that the guaranteed accepted quantity (eighty-five percent (85%) of total estimated needs) shall be delivered to Division of Highways storage sites or in a Department of Environmental Protection approved stockpile(s) by February 1, 2011.

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 State Contract Purchase Orders (SCO), which will be issued by the Department of Highways at the time delivery is required.

Bidders submitting bids for a specific county shall bid all of that county's locations — one unit price — for the county sites listed on the attached Bid Schedules. This shall apply to the listed Interstate and Corridor sites as well.

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.

5. DELIVERY

State Contract Purchase Orders (SCO) for delivery to individual Division of Highways Storage Sites will be issued to the Vendor awarded a contract for the county locations (see Bid Schedule).

From December 1, 2010 through March 31, 2011 delivery shall be made within seven (7) calendar days after vendor is notified by the Division of Highways

Original delivery tickets for each delivered load to the Division's storage sites must be signed and retained by a DOH employee at the delivery location.

In the event the Vendor to which the SCO is issued is unable to comply with the specified delivery schedule the Division may, at its 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 are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- 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. (Total quantity invoiced shall be scale weights (supported by weight tickets).

 $\overline{\text{NOTE}}$: 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

10. BID SCHEDULE (Continued)

North American Salt Co., A Compass Minerals Co.

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Calhoun	Millstone	1500	\$63.62
Pleasants	Belmont	2000	\$59.29
Ritchie	APD 50 @ Ellenboro	2500	
Ritchie	Ellenboro	3000	
Ritchie	Corridor D @ Nutter Farm	800	
			\$58.29
Roane	Lefthand @ WV 36	750	
Roane	Amber Hill @ US 119	400	
Roane	Spencer	1500	\$64.83

NOTE: Vendor should type Bid Schedule

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

North American Salt Co., A Compass Minerals Co.

10 BID SCHEDULE

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Doddridge	Smithburg	1700	\$61.24
Harrison	Gore	4000	
Harrison	Saltwell	1000	
Harrison	I-79 @ Lost Creek	2500	
APD 50	Tunnel Hill	2500	\$58.00
Marion	Fairmont	2000	
Marion	Mannington	1200	
			\$58.00
Monongalia	I-79 @ Goshen Rd.	2500	
Monongalia	Ridgedale	3700	
Monongalia	Pentress	1600	\$58.00
Preston	Bruceton Mills	10500	
Preston	Albright	2500	
Preston	Bruceton	1600	
Preston	Terra Alta	1200	
Preston	Fellowsville	1400	
Preston	Aurora	2000	
I-68	Cooper's Rock	4000	\$58.52
Taylor	Fetterman/Prunytown	2500	\$58.000 J

10. BID SCHEDULE

North American Salt Co., A Compass Minerals Co.

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Grant	Petersburg	1000	
Grant	Mt. Storm	2000	
			\$66.00
Mineral	New Creek	900	
Mineral	Sky Line	1000	
Mineral	Short Gap	750	
Mineral	District Headquarters	500	\$67.00

10 BID SCHEDULE (Continued)

North American Salt Co., A Compass Minerals Co.

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Fayette	Oak Hill	1000	
Fayette	Corridor L @ Oak Hill	1000	
Fayette	Lookout	2000	
Fayette	Falls View	500	\$62.12
Greenbrier	Lewisburg	1200	
Greenbrier	Crawley	2000	
Greenbrier	I-64 @ Harts Run	1500	\$69.95
Monroe	Union	1000	
Monroe	Peterstown	400	\$72.76
Nicholas	Summersville	2000	
Nicholas	Curtin	1200	
Nicholas	Corridor L @ Muddlety	2000	\$66.73
Summers	Hinton	2000	\$73.32

10. BID SCHEDULE (Continued)

North American Salt Co., A Compass Minerals Co.

Delivery: F.O B Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton @ WV 20	3500	
Mercer	Flat Top	900	
Mercer	I-77 @ Princeton	2000	\$72.05
Raleigh	Skelton	3000	
Raleigh	Bolt	1500	
Raleigh	I-64 @ Bragg	3000	\$65.71
Wyoming	Pineville	2500	
Wyoming	Still Run	950	
Wyoming	Hanover	500	\$69.41

10 BID SCHEDULE (Continued)

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

North American Salt Co., A Compass Minerals Co.

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

WV Turnpike

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton	1500	\$74.28
Raleigh	Beckley	8500	
Raleigh	Ghent	5000	\$65.71

BIDDING FOR VENDORS STORAGE LOT

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

Location of Storage Site	Bid Price (\$/Ton) F O.B. Vendor's Storage Site (Note 1)
Hugheston, WV	\$70.00
Willow Island, WV	\$64.010a LW
West Elizabeth, PA	\$57.00
Portsmouth/Conley, OH	\$63.00
Portsmouth/McGovney, OH	\$63.00

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

ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF NORTH AMERICAN SALT COMPANY

May 3, 2010

The undersigned, being the sole member of the Board of Directors of North American Salt Company, a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.

WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW. THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride, and any other documents which, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

Keith Clark	Vice President and General Manager, North American Highway
G.O. Young	Vice President, North American Rock Salt Deicing
Jon Schnieders	Director of Sales, North American Rock Salt Deicing
Patrick Heenan	Director of Rock Salt and Chemical Sales
Sean Lierz	Senior Highway Sales Manager
Lisa Pruitt	Highway Sales Support Manager
Linda Winter	Senior Highway Sales Manager
Matt Dillon	Chemical/Industrial Sales Manager, North American Highway
Jason Bagley	Business Director, Specialty Products
	WY CONTRACTOR OF THE PROPERTY

Michelle Daum Western Sales Manager, Specialty Products Eastern Sales Manager, Specialty Products David Furbeck

FURTHER RESOLVED, that all actions heretofore taken by the aforementioned, for and on behalf of the Company, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this consent as of the day and year first written above.

Sole Director of North American Salt Company

9900 West 109th Street - Suite 600 Overland Park, Kansas 66210 Phone 800-323-1641 Pax 913-338-7945

DE-ICING SALT

PRODUCTION LOCATION

Cote Blanche, Louisiana

PRODUCT DESCRIPTION

Rock sait obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (95% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret Æ	Range %	Cum. 7.	Range %
1/3		0.500	0.4	0-2	0.4	0-2
0.375	0.371	0 375	5.5	0 – 17	59	0-18
4	4	0.1870	263	4 - 49	32.2	5~59
8	8	0.0937	34 7	17 53	66.9	36 - 97
30	28	0.0234	28 2	1 55	95 1	88 - 100
Pan	Pan		4.9	0-12	100.0	

Average Particle Size 0.139 inches (6.0 mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis (95% Confidence)			Typical	Range
Sodium Chloride	NaCl	(先)	98.93	98 70 - 99 12
Calcium Sulfate	CaSO ₃	(%)	0.87	0.56 - 1.18
Calcium Chloride	CaCl ₁	(%)	0.01	0.00 0.03
Magnesium Sulfate	MgSO ₄	(%)	0.01	0.00 - 0.02
Magnesium Chloride	MgCl ₂	(%)	0.00	0.00 0.01
Sodium Sulfate	Na ₂ SO ₄	(%)	0 10	0.00 - 0.43
Moisture	но	(%)	0,03	0.00 - 0.08
Water insolubles	L	(%)	0.04	0.00 - 0.08

METHOD OF ANALYSIS

American Society for Testing and Materials Procedure D632 and E524. All other testing is from North American Salt's internal quality control procedures, which are available upon request

ADMIXTURE

Sodium Ferrocyanide (YPS) added - If requested by customer

7608





1. Product and Company Identification

Product Name

Sodium Chioride, Sait

CAS#

7647-14-5

Product use

De-icer. General industrial and water softening/conditioning purposes.

Manufacturer

North American Salt Company A Compass Minerals Company 9900 West 109th Street, Suite 600 Overland Park, KS 66210 US

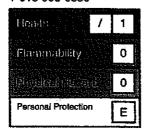
Phone: 913-344-9200

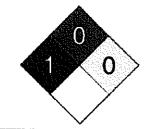
CHEMTREC

1-800-424;9300 1-613-996-6666

LEGEND
HMIS/NFPA

Severe 4
Serious 3
Moderate 2
Slight 1
Minimal 0





2. Hazards identification

Emergency overview

CAUTION EYE IRRITANT

Potential short term health effects

Routes of exposure

Eye, Skin contact, Inhalation, Ingestion.

Eyes

Causes irritation.

Skin

May cause irritation.

Inhalation

Dusts of this product may cause irritation of the nose, throat, and respiratory tract.

Ingestion

May cause stomach distress, nausea or vomiting.

Target organs

Eyes Skin Respiratory system.

Chronic effects

Prolonged or repeated exposure can cause drying, defatting and dermatitis.

Signs and symptoms

Symptoms may include redness, edema, drying, defatting and cracking of the skin.

Symptoms of overexposure may be headache, dizziness, tiredness, nausea and

vomiting.

3. Composition / Information on Ingredients

ingredient(s)	CAS#	Percent
Sodium chtoride	7647-14-5	60 - 100

4. First Aid Measures

First aid procedures

Eye contact Flush with cool water. Remove contact lenses, if applicable, and continue flushing.

Obtain medical attention if irritation persists

Skin contact Brush away excess of dry material. Flush with water. Obtain medical attention if

irritation persists.

inhalation if symptoms develop move victim to fresh air. If symptoms persist, obtain medical

attention.

Ingestion Do not induce vomiting. Rinse mouth with water, then drink one or two glasses of water.

Obtain medical attention. Never give anything by mouth if victim is unconscious, or is

issue date

29-Aug-2008

convulsing.

Notes to physician Symptoms may be delayed

5. Fire Fighting N	Vleasures
--------------------	-----------

Fiammable properties

Not flammable by WHMIS/OSHA criteria. May be combustible at high temperatures.

Extinguishing media

Sultable extinguishing media

Treat for surrounding material.

Unsultable extinguishing media

Not available

Protection of firefighters

Specific hazards arising from

the chemical

Not available

Protective equipment for

firefighters

Firefighters should wear full protective clothing including self contained breathing

May include and are not limited to: Chlorine Oxides of sodium.

apparatus.

Hazardous combustion products

Explosion data

Sensitivity to mechanical

impact

Not available

Sensitivity to static discharge

Not available

6. Accidental Release Measures

Personal precautions

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Methods for containment

Methods for cleaning up

None necessary.

Before attempting clean up, refer to hazard data given above Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements

7. Handling and Storage

Handling

Storage

Avoid breathing dusts from this material

Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

8. Exposure Controls / Personal Protection

Exposure ilmits

Ingredient(s)

Exposure Limits

Sodium chloride

ACGIH-TLV Not established OSHA-PEL Not established

Engineering controls

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

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

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, furnes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal protective equipment

Eye / face protection

Safety glasses

Hand protection

Rubber gloves. Confirm with a reputable supplier first.

Skin and body protection

As required by employer code.

Respiratory protection

Where exposure guideline levels may be exceeded, use an approved NIOSH respirator

or NIOSH-approved filtering facepiece.

General hygiene considerations

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

9. Physical & Chemical Properties

Appearance Crystalline. Color White **Form** Crystals

Odor Odorless Odor threshold Not available Physical state Solid

pН 6 - 8 (Neutral)

Melting point 800.9 °C (1473.62 °F) Freezing point Not available

Bolling point 1413 °C (2575.40 °F)

Flash point Not available **Evaporation rate** Not available Flammability limits in air, lower, % Not applicable

by volume

Flammability limits in air, upper, %

Not applicable

by volume

Vapor pressure

0.1 kPa (1 mmHg) @ 865°C

Vapor density Not applicable Specific gravity 2.17 (H20 = 1)Relative density 2.17 g/cm3 Octanol/water coefficient

Solubility (H2O)

Not available

36g/100g H2O @ 20°C

Auto-ignition temperature Not available Viscosity Not applicable Percent voiatile 0 % w/w Molecular weight 58.4400 a/mole

Molecular formula

10. Chemical Stability & Reactivity Information

Chemical stability Stable under recommended storage conditions.

NaCl

Conditions to avoid Do not mix with incompatible materials.

incompatible materials Reactive with oxidizing agents, acids, lithium, bromine trifluoride.

Hazardous decomposition products May include and are not limited to: Chlorine, sodium oxides

Possibility of hazardous reactions Hazardous polymerization does not occur

11. Toxicological Information

LC50

Issue date

29-Aug-2008

Component analysis - LC50

ingredient(s)

Sodium chloride > 21000 mg/m3 rat

Component analysis - Oral L.D50

ingredient(s) LD50

Sodium chloride 3000 mg/kg rat; 4000 mg/kg mouse

#12463 Page 3 of 5 Effects of acute exposure

Eye Causes irritation Skin May cause irritation.

Dusts of this product may cause irritation of the nose, throat, and respiratory tract. Inhalation

ingestion May cause stomach distress, nausea or vomiting

Sensitization Not classified or listed by IARC, NTP, OSHA and ACGIH Chronic effects Not classified or listed by IARC, NTP, OSHA and ACGIH. Carcinogenicity Not classified or listed by IARC, NTP, OSHA and ACGIH. Mutagenicity Not classified or listed by IARC, NTP, OSHA and ACGIH. Reproductive effects Not classified or listed by IARC, NTP, OSHA and ACGIH. Not classified or listed by IARC, NTP, OSHA and ACGIH. Teratogenicity

12. Ecological Information

Maybe harmful to freshwater aquatic species and to plants that are not saline tolerant **Ecotoxicity**

Environmental effects Not available **Aquatic toxicity** Not available Persistence / degradability Not available

Bioaccumulation / accumulation Not available Partition coefficient Not available Mobility in environmental media Not available Chemical fate information Not available

13. Disposal Considerations

Waste codes Not available

Disposal instructions Waste must be disposed of in accordance with federal, state/provincial and local

environmental control regulations.

Waste from residues / unused

products

Contaminated packaging

Not available

Not available

14. Transport Information

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations This product has been classified in accordance with the hazard criteria of the Controlled

Products Regulations and the MSDS contains all the information required by the

Controlled Products Regulations

This product is not known to be a "Hazardous Chemical" as defined by the OSHA **US Federal regulations**

Hazard Communication Standard, 29 CFR 1910 1200

All components are on the U.S. EPA TSCA Inventory List.

CERCLA/SARA Hazardous Substances - Not applicable

Occupational Safety and Health Administration (OSHA)

29 CFR 1910 1200 hazardous

chemical

CERCLA (Superfund) reportable quantity

None

#12463 Page 4 of 5 Issue date 29-Aug-2008 Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

Section 302 extremely hazardous substance

No

Section 311 hazardous chemical Yes

Clean Air Act (CAA)

Not available

Clean Water Act (CWA)

Not available

Safe Drinking Water Act (SDWA)

Not available

Drug Enforcement Agency (DEA)
Food and Drug Administration

Not available

(FDA)

Not available

WHMIS status

Controlled

WHMIS classification

Class D - Division 2B

WHMIS labeling



State regulations

This product does not contain a chemical known to the State of California to cause

cancer, birth defects or other reproductive harm.

Inventory name

Country(s) or region

inventory name

On inventory (yes/no)*

Canada

Domestic Substances List (DSL)

Yes

Canada

Non-Domestic Substances List (NDSL)

No

United States & Puerto Rico

Toxic Substances Control Act (TSCA) Inventory

Yes

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

16. Other Information

Disclalmer

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

 Issue date
 29-Aug-2008

 Effective date
 01-Sep-2008

 Expiry date
 01-Sep-2011

Prepared by Dell Tech Laboratories Ltd. (519) 858-5021

#12463 Page 5 of 5 Issue date 29-Aug-2008

Bidder:_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual partnership association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents
	and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate s or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6	Application is made for 3 5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years
requirer against	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order
authoriz the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential
and acc	benalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately. About American Selt Co., A Compass Minerals Co.
	Alaria Amanani Shi Lali. A Lalikuga iikinga VA

Title: _____

RFQ No 6610C026

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

WITNESS THE FOLLOWING SIGNATURE

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

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

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

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

North American Salt Co., A Compass Minerals Co. Authorized Signature: Date: 6/4/10 State of Kansas County of Johnson to-wit: Taken subscribed, and sworn to before me this 14 day of December, 20 10 My Commission expires May 19, 2011 20 AFFIX SEAL HERE JULIA YATES STATE OF KANSAS My Appt. Exp. 5-/9-2011