



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

Solicitation

NUMBER

6612C034

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

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*709030104 440-716-2581
CARGILL INC DEICING TECHNOLOGY
24950 COUNTRY CLUB BLVD #450
NORTH OLMSTED OH 44070

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

07/05/2012

BID OPENING DATE:

07/25/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
SODIUM CHLORIDE						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY SODIUM CHLORIDE FOR USE IN SNOW REMOVAL AND ICE CONTROL PER THE ATTACHED SPECIFICATIONS.						
BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY.						
AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.						

RECEIVED
2012 JUL 31 PM 3:22
WV PURCHASING
DIVISION

SIGNATURE

Rosemary Schwarz
Customer Solutions Specialist

TELEPHONE

800-600-7258

DATE

July 20, 2012

#41-0177680

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

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2

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*709030104 440-716-2581
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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED
07/05/2012

BID OPENING DATE: 07/25/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
***** THIS IS THE END OF RFQ 6612C034 ***** TOTAL: _____						

SIGNATURE <i>Rosemary Schway</i>	TELEPHONE 800-600-7258	DATE July 20, 2012
TITLE Customer Solutions Specialist FEIN #41-0177680		ADDRESS CHANGES TO BE NOTED ABOVE

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

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 NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ | 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order 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 non-binding.

Question Submission Deadline: 07/23/2012

Submit Questions to:

Alan Cummings
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: (304) 558-3970
Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☐ Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 07/25/2012 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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: This Contract becomes effective on

and extends for a period of _____ year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- |✓| **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | | **Commercial General Liability Insurance:**
or more.

- | | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- | |

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- | | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

| |

| |

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| |

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein 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.
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. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount _____ 2% of the contract total _____ for delivery delays _____. 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.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **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.
15. **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.
16. **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.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

53. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

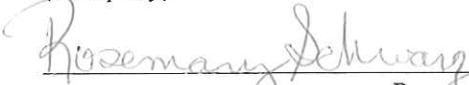
1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Cargill, Incorporated-Deicing
Technology Business Unit

(Company)

 Customer Solutions Specialist

(Representative Name, Title) Rosemary Schwarz

Ph# 800-600-7258 Fax# 888-739-8705

(Contact Phone/Fax Number)

July 20, 2012

(Date)



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

Solicitation

NUMBER
6612C034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR *709030104 440-716-2581
CARGILL INC DEICING TECHNOLOGY
24950 COUNTRY CLUB BLVD #450
NORTH OLMSTED OH 44070

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED
07/23/2012

BID OPENING DATE: 08/01/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ISSUED TO ADDRESS VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION.						
0001	1	TN		775-45		
SODIUM CHLORIDE						
***** THIS IS THE END OF RFQ 6612C034 ***** TOTAL:						

SIGNATURE <i>Rosemary Schwarz</i>	TELEPHONE 800-600-7258	DATE July 27, 2012
TITLE Customer Solutions Specialist	FEIN #41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6612C034
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as 6612C034 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [x] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☒ [x] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Description of Modification to Solicitation:

Issued to distribute questions and answers as posed by vendors. Also, to change bid opening date and time from:

07/25/2012 – at 1:30 P.M.

To:

08/01/2012 – at 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6612C034

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

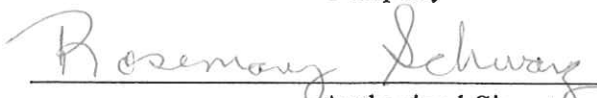
(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cargill, Incorporated - Deicing
Technology Business Unit

Company



Rosemary Schwarz Authorized Signature

July 27, 2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

6612C034

Addendum #1

To answer questions posed by vendors.

- Question #1 On page 28 referring to District #1 for Kanawha County@I-79 Amma, we show that it is in Roane not Amma for the city can you please clarify which one is correct and what county is correct for this point?
- Response #1 District 1, Kanawha County, Amma Headquarters @ I-79, services Kanawha, Clay and Roane county portions of I-79. Amma is physically located in Roane County; however, the Division of Highways organization of this headquarters is considered Kanawha County.
- Question #2 Also on page 28 for District #1 Putnam US 35, our system says that it is Kanawha County not Putnam County can you please clarify which one is correct?
- Response #2 District 1, Putnam County, US 35 is located in Putnam County on US 35, Mile Marker 11.74, North of I-64, Frasier's Bottom, WV.
- Question #3 The statements on the Bid Schedule seem conflicting regarding minimum and maximum quantities. Are the quantities estimates only with no guarantee? Or is a vendor guaranteed a minimum purchase amount of 80% of its award? Can you please clarify?
- Response #3 Section 3. Acceptance and Guarantee states that the Division of Highways guarantees acceptance of 80% of the total estimated quantity awarded to a vendor....and that the Vendor shall guarantee delivery fo 120% of the total estimated quantity awarded to that vendor..... The Bid Schedules state that the quantities listed are approximations and that the contract shall cover the quantities actually ordered, whether more or less than the quantities shown while meeting the 80% minimum or the 120% maximum as needed by the Division of Highways. Example: The total estimated quantity on this contract is 123,200 tons. If a vendor is awarded 43,000 tons, the Division of Highways guarantees acceptance of 34,400 tons. The awarded vendor shall guarantee delivery of 51,600 tons, if needed by the Division of Highways.
- Question #4 Can you please confirm does the Turnpike pricing have to be the same as the county in which that point is located?
- Response #4 No.
- Question #5 If a vendor is low on WV Dot county points, do they also win the WV Turnpike point within that county?
- Response #5 An award for a county is based on the District where that county is located on the Bid Schedule. Although the WV Turnpike services counties that are situated in a District, the Division of Highways and the WV Turnpike do not service out of the same facilities. Example: If a vendor is low bid for District 1, Kanawha County, that does not guarantee that the vendor will be low bid for the WV Turnpike, Kanawha County.

1. SPECIFICATIONS

RFQ#6612C034

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 and the January 1, 2012 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 2010 as modified by the January 1, 2011 and the January 1, 2012 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
Phone: 304-558-2885

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

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

2. SCOPE OF WORK

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in Section 12, Bid Schedule. Actual quantities to be delivered to each location will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required. This contract shall become effective upon award and extends until May 31, 2013. This is not a twelve (12) month contract.

3. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of 80% 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 120% of the total estimated quantity awarded to that vendor. 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, 2013.

4. BIDDING INSTRUCTIONS

Vendors submitting bids for a specific county shall bid all of that county's locations at one unit price per county, for the county sites listed in Section 12, Bid Schedule. 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 by the vendor may be cause for their rejection.

5. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Division's Storage Site", Section 12, Bid Schedule will be awarded a contract for those county locations for which their bid is low.

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site", in Section 13, Bid Schedule will be awarded a contract for this item.

6. DELIVERY

An Agency Release for delivery to Division of Highways Storage Sites, Section 12, Bid Schedule, will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size. A spreadsheet is attached identifying Division of Highways' Storage Sites which provides site addresses and on-site contact information.

When an Agency Release is issued to an awarded Vendor, from December 1, 2012 through March 15, 2013, a delivery date of four (4) working days shall be established by the Division of Highways and provided on the Agency Release; however, the Division of Highways shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Agency Release.

An initial delivery must be made on the established delivery date with delivery completely filled within ten (10) working days. The first day of the four (4) working days will be considered 12:01 AM the morning (working day) following the issue of the Agency Release.

Inability to Deliver:

If delivery has not been received at the Division of Highways site after five (5) working days and an alternative delivery schedule has not been established for this delivery, the Division of Highways, Central Office, reserves the right to cancel the Agency Release and proceed to obtain the required quantity of Sodium Chloride from an alternate economical source.

At the discretion of the Division of Highways, the first alternate economical source shall be the next low bidder, if that bidder has availability; or secondly, may obtain pricing on the Open Market.

The quantity, required to fulfill the canceled Agency Release obtained through an alternate source, whether by the next low bidder or the Open Market, will be deducted from the awarded Vendor's 80% guaranteed minimum quantity.

If the alternate economical source chosen to fulfill this request is a Vendor which has also been awarded a contract for other Division of Highways storage sites, this quantity shall be included in that Vendor's 80% guaranteed minimum quantity.

The Division of Highways reserves the right to invoice the awarded Vendor the difference in cost from the awarded Vendor's price and the alternate obtained source's price. In addition to the difference in cost, the Division of Highways may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the canceled Agency Release.

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

7. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division of Highways 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 of Highways may conduct sampling and testing to verify material quality or gradation.

8. 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 2010 as modified by the January 1, 2011 and the January 1, 2012 Supplemental Specifications.

9. VENDOR'S INVOICES

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

- a) All weight ticket numbers for material delivered during the invoicing period.
- b) Division of Highways' Agency Release 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).

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

10. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors 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.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 1

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	800		
Boone	Rock Creek	1,200		
Boone	Seth	800		
Boone	Total Estimated Quantity for County	2,800	\$ 65.95	\$ 184,660.00
Clay	Widen Road & CR 11	1,000		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,100	\$ 68.13	\$ 74,943.00
Kanawha	Chelyan	1,300		
Kanawha	Elkview	1,200		
Kanawha	North Charleston	100		
Kanawha	St. Albans	100		
Kanawha	I-64 @ Scary Creek	100		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,000		
Kanawha	I-77 @ Sissonville	1,200		
Kanawha	I-79 @ Amma	1,200		
Kanawha	Corridor G @ Alum Creek	1,000		
Kanawha	Total Estimated Quantity for County	7,200	\$ 61.52	\$ 442,944.00
Mason	Pt. Pleasant	100		
Mason	Total Estimated Quantity for County	100	\$ 61.30	\$ 6,130.00
Putnam	Red House	100		
Putnam	Hurricane @ Rt. 34	100		
Putnam	US 35	100		
Putnam	Total Estimated Quantity for County	300	\$ 62.14	\$ 18,642.00
Estimated Tons per District		11,500		

Supplying other organizational entities; Cargill will review on a case by case basis.
Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 2

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	100		
Cabell	I-64 @ Huntington	100		
Cabell	Total Estimated Quantity for County	200	58.38	\$ 11,676.00
Lincoln	West Hamlin	1,000		
Lincoln	Yawkey	800		
Lincoln	Harts	500		
Lincoln	Total Estimated Quantity for County	2,300	60.44	\$ 139,012.00
Logan	Corridor G @ Chapmanville	1,000		
Logan	Wilkinson	1,500		
Logan	Man	1,000		
Logan	Total Estimated Quantity for County	3,500	63.75	\$ 223,125.00
Mingo	Corridor G @ Miller's Creek	1,200		
Mingo	Mingo County @ Miller's Creek	1,000		
Mingo	Gilbert	500		
Mingo	Total Estimated Quantity for County	2,700	63.66	\$ 171,882.00
Wayne	Pritchard	100		
Wayne	Wayne	1,000		
Wayne	Crum	500		
Wayne	Total Estimated Quantity for County	1,600	58.87	\$ 94,192.00
Estimated Tons per District		10,300		

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Supplying other organizational entities: Cargill will review on a case by case basis.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 3

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	1,000		
Calhoun	Total Estimated Quantity for County	1,000	62.64	\$ 62,640.00
Jackson	Ripley	1,000		
Jackson	I-77 @ Medina	0		
Jackson	Total Estimated Quantity for County	1,000	63.14	\$ 63,140.00
Pleasants	Belmont	500		
Pleasants	Total Estimated Quantity for County	500	57.15	\$ 28,575.00
Ritchie	APD Pennsboro	0		
Ritchie	Ellenboro	1,000		
Ritchie	Corridor D @ Nutter Farm	500		
Ritchie	Smithville	100		
Ritchie	Total Estimated Quantity for County	1,600	59.40	\$ 95,040.00
Roane	Lefthand @ WV 36	100		
Roane	Amber Hill @ US 119	100		
Roane	Spencer	500		
Roane	Total Estimated Quantity for County	700	64.35	\$ 45,045.00
Wirt	Elizabeth	1,000		
Wirt	Total Estimated Quantity for County	1,000	62.73	\$ 62,730.00
Wood	Parkersburg @ Rt. 95S	100		
Wood	I-77 @ Parkersburg	100		
Wood	Corridor D @ Riverhill	100		
Wood	Total Estimated Quantity for County	300	58.77	\$ 17,631.00
Estimated Tons per District		6,100		

Supplying other organizational entities: Cargill will review on a case by case basis.
*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 4

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	800		
Doddridge	Total Estimated Quantity for County	800	64.23	\$ 51,384.00
Harrison	Gore	2,500		
Harrison	Saltwell	0		
Harrison	I-79 @ Lost Creek	1,400		
Harrison	APD 50 @ Tunnel Hill	1,300		
Harrison	Total Estimated Quantity for County	5,200	65.52	\$ 340,704.00
Marion	Fairmont	1,000		
Marion	Mannington	500		
Marion	Total Estimated Quantity for County	1,500	67.28	\$ 100,920.00
Monongalia	I-79 @ Goshen Road	1,400		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	400		
Monongalia	Total Estimated Quantity for County	3,800	58.71	\$ 223,098.00
Preston	Bruceton Mills	1,500		
Preston	Albright	500		
Preston	Terra Alta	200		
Preston	Fellowsville	200		
Preston	Aurora	200		
Preston	I-68 @ Cooper's Rock	2,500		
Preston	Total Estimated Quantity for County	5,100	64.17	\$ 327,267.00
Taylor	Fetterman/Prunytown	1,000		
Taylor	Total Estimated Quantity for County	1,000	65.18	\$ 65,180.00
Estimated Tons per District		17,400		

Supplying other organizational entities: Cargill will review on a case by case basis.

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Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 5

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg	100		
Berkeley	I-81 @ Exit 8	0		
Berkeley	Total Estimated Quantity for County	100	72.79	\$ 7,279.00
Grant	Petersburg	400		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road	100		
Grant	Total Estimated Quantity for County	1,500	69.80	\$ 104,700.00
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,500	77.88	\$ 116,820.00
Hardy	Moorefield	1,000		
Hardy	Baker	500		
Hardy	Total Estimated Quantity for County	1,500	76.87	\$ 115,305.00
Jefferson	Charles Town	100		
Jefferson	Charles Town - New Shed	0		
Jefferson	Total Estimated Quantity for County	100	68.95	\$ 6,895.00
Mineral	New Creek	500		
Mineral	Sky Line	500		
Mineral	Short Gap	200		
Mineral	District Headquarters	0		
Mineral	Total Estimated Quantity for County	1,200	68.24	\$ 81,888.00
Morgan	Berkeley Springs	500		
Morgan	Largent	200		
Morgan	Total Estimated Quantity for County	700	73.98	\$ 51,786.00
Estimated Tons per District		6,600		

Supplying other organizational entities: Cargill will review on a case by case basis.
Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 6

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1,500		
Brooke	Weirton	1,000		
Brooke	Total Estimated Quantity for County	2,500	56.48	\$ 141,200.00
Hancock	New Manchester	1,500		
Hancock	Total Estimated Quantity for County	1,500	54.80	\$ 82,200.00
Marshall	Glen Dale	2,500		
Marshall	Cameron	1,500		
Marshall	Total Estimated Quantity for County	4,000	52.19	\$ 208,760.00
Ohio	Triadelphia	2,500		
Ohio	I-70 @ Triadelphia	1,500		
Ohio	Total Estimated Quantity for County	4,000	53.63	\$ 214,520.00
Tyler	Sistersville	500		
Tyler	Centerville	500		
Tyler	Total Estimated Quantity for County	1,000	57.44	\$ 57,440.00
Wetzel	New Martinsville	100		
Wetzel	Pine Grove	100		
Wetzel	Hundred	1,000		
Wetzel	Total Estimated Quantity for County	1,200	57.06	\$ 68,472.00
Estimated Tons per District		14,200		

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Supplying other organizational entities: Cargill will review on a case by case basis.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 7

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	1,000		
Barbour	Belington	1,000		
Barbour	Total Estimated Quantity for County	2,000	63.37	\$ 126,740.00
Braxton	Gassaway	1,500		
Braxton	Heaters	1,500		
Braxton	I-79 @ Coon Knob	1,500		
Braxton	I-79 @ Burnsville	1,500		
Braxton	Total Estimated Quantity for County	6,000	68.50	\$ 411,000.00
Gilmer	Glenville	1,500		
Gilmer	Total Estimated Quantity for County	1,500	66.14	\$ 99,210.00
Lewis	Weston (Ben Dale)	1,500		
Lewis	Corridor H @ Mudlick	500		
Lewis	Total Estimated Quantity for County	2,000	64.35	\$ 128,700.00
Upshur	Clow Lot @ Buckhannon	600		
Upshur	Tennerton	100		
Upshur	Kanawha Head	500		
Upshur	Total Estimated Quantity for County	1,200	62.77	\$ 75,324.00
Webster	Cherry Falls	1,000		
Webster	Cowen	1,000		
Webster	Hacker Valley	300		
Webster	Total Estimated Quantity for County	2,300	73.30	\$ 168,590.00
Estimated Tons per District		15,000		

Supplying other organizational entities: Cargill will review on a case by case basis.
Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 8

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin, 220 North	1,000		
Pendleton	Judy Gap	500		
Pendleton	Brandywine	200		
Pendleton	Onego	200		
Pendleton	Franklin, 220 South	100		
Pendleton	Total Estimated Quantity for County	2,000	72.38	\$ 144,760.00
Pocahontas	Marlinton	500		
Pocahontas	Seebert	500		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	500		
Pocahontas	Slaty Fork	500		
Pocahontas	Total Estimated Quantity for County	3,000	73.07	\$ 219,210.00
Randolph	Elkins	100		
Randolph	Harman	1,000		
Randolph	Coalton	1,000		
Randolph	Valley Head	500		
Randolph	Mill Creek	1,000		
Randolph	Pickens	100		
Randolph	Corridor H Lot @ Elkins	100		
Randolph	Total Estimated Quantity for County	3,800	63.37	\$ 240,806.00
Tucker	Parsons	500		
Tucker	Thomas	500		
Tucker	Total Estimated Quantity for County	1,000	65.28	\$ 65,280.00
Estimated Tons per District		9,800		

Supplying other organizational entities: Cargill will review on a case by case basis.

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 9

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	3,200		
Fayette	Lockout	0		
Fayette	Falls View	100		
Fayette	Total Estimated Quantity for County	3,300	67.94	\$ 224,202.00
Greenbrier	Lewisburg	1,000		
Greenbrier	Crawley	1,500		
Greenbrier	I-64 @ Hart's Run	500		
Greenbrier	Total Estimated Quantity for County	3,000	74.27	\$ 222,810.00
Monroe	Union	500		
Monroe	Peterstown	400		
Monroe	Total Estimated Quantity for County	900	75.47	\$ 67,923.00
Nicholas	Summersville	1,000		
Nicholas	Curtin	800		
Nicholas	Corridor L @ Muddlety	1,500		
Nicholas	Total Estimated Quantity for County	3,300	69.10	\$ 228,030.00
Summers	Hinton	1,000		
Summers	Total Estimated Quantity for County	1,000	72.58	\$ 72,580.00
Estimated Tons per District		11,500		

Supplying other organizational entities: Cargill will review on a case by case basis.
Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

DISTRICT 10

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	400		
McDowell	Johnnycake Mountain	200		
McDowell	Raysel	300		
McDowell	Total Estimated Quantity for County	2,400	76.11	\$ 182,664.00
Mercer	Princeton @ WV 20	2,000		
Mercer	Flat Top	300		
Mercer	I-77 @ Princeton	2,000		
Mercer	Total Estimated Quantity for County	4,300	68.83	\$ 295,969.00
Raleigh	Skelton	1,200		
Raleigh	Bolt	300		
Raleigh	I-64 @ Bragg	100		
Raleigh	Total Estimated Quantity for County	1,600	69.15	\$ 110,640.00
Wyoming	Pineville	1,800		
Wyoming	Still Run	600		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	2,500	74.91	\$ 187,275.00
Estimated Tons per District		10,800		

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Supplying other organizational entities: Cargill will review on a case by case basis.

12.

BID SCHEDULE - Sodium Chloride

6612C034

Vendor shall bid all of a County's locations at one unit price per County.
Unit of Measure shall be PER TON for all locations.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County"
by the "Unit Cost Per Ton"

Delivery: F.O.B. WV Division of Highways Storage Site

WV Turnpike

County	Delivery/Storage Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Kanawha	Chelyan	0		
Kanawha	Standard	1,500		
Kanawha	Total Estimated Quantity for County	1,500	61.52	\$ 92,280.00
Mercer	Princeton	1,500		
Mercer	Total Estimated Quantity for County	1,500	68.83	\$ 103,245.00
Raleigh	Beckley	4,500		
Raleigh	Ghent	2,500		
Raleigh	Total Estimated Quantity for County	7,000	69.15	\$ 484,050.00
Estimated Tons per WV Turnpike		10,000		

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule while meeting the 80% minimum or the 120% maximum.

Supplying other organizational entities: Cargill will review on a case by case basis.

13. BID SCHEDULE - Sodium Chloride

6612C034

F.O.B. Vendor's Storage Site

Location of Storage Site	Cost Per Ton*
Elkins, WV	\$85.00
Baltimore, MD	\$85.00
Ironton, OH	\$85.00
Bellaire, OH	\$85.00
West Elizabeth, PA	\$85.00
Roanoke, VA	\$85.00
Weyers Cave, VA	\$85.00
Willow Island, OH	\$85.00

*Bid price shall include cost of
vendor loading District's trucks.

Supplying other organizational entities: Cargill will review on a case by case basis.

District 1

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Boone	Clinton @ WV85	WV 85 above Van Wharton, WV 25208	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Rock Creek	203 DOH Garage Road Danville, WV 25053	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Boone	Seth	9288 Coal River Road Seth, WV 25181	203 DOH Garage Road Danville, WV 25053	Keither Baisden	304-369-7809 keither.r.baisden@wv.gov
Clay	Widen Road & CR 11	4476 Triplett Ridge Road Clay, WV 25043	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Clay	Maysel	Rt 4 Maysel, WV 25133	4476 Triplett Ridge Road Clay, WV 25043	Clark Samples	304-587-4241 clark.h.samples@wv.gov
Kanawha	Chelyan	14987 MacCorkle Ave Cabin Creek, WV 25035	1334 Smith Street Charleston, WV 25301	Ronald Lawrence	304-558-3010 ronald.lawrence@wv.gov
Kanawha	Elkview	115 Frame Road Elkview, WV 25071	115 Frame Road Elkview, WV 25071	David Fisher	304-558-9155 david.c.fisher@wv.gov
Kanawha	North Charleston	2800 W. Washington Charleston, WV 25387	2800 W. Washington Charleston, WV 25387	David Harper	304-744-3050 david.w.harper@wv.gov
Kanawha	St. Albans	2334 MacCorkle Ave St Albans, WV 25177	2334 MacCorkle Ave St. Albans, WV 25177	Barbara Engelhardt	304-722-0621 barbara.j.engelhardt@wv.gov
Kanawha	I-64 @ Scary Creek	704 Winfield Road St. Albans, WV 25177	704 Winfield Road St. Albans, WV 25177	Rick Hazlewood	304-759-0713 rick.e.hazlewood@wv.gov
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Ave Charleston, WV 25302	2266 Pennsylvania Ave Charleston, WV 25302	Chuck Ward	304-342-2520 charles.e.ward@wv.gov
Kanawha	I-77 @ Sissonville	36 Allen Fork Road Sissonville, WV 25320	36 Allen Fork Road Sissonville, WV 25320	Stanley King	304-988-3241 stanley.w.king@wv.gov
Kanawha	I-79 @ Amma	3134 Amma Road Amma, WV 25005	3134 Amma Road Amma, WV 25005	Kenny Miller	304-565-9801 kenny.a.miller@wv.gov
Kanawha	Corridor G @ Alum Creek	401 Champion Drive South Charleston, WV 25309	401 Champion Drive South Charleston, WV 25309	Robert Atkins	304-756-3634 robert.atkins@wv.gov
Mason	Pt. Pleasant	2702 Jackson Ave Point Pleasant, WV 25550	2702 Jackson Ave Point Pleasant, WV 25550	Chris Shaffer	304-675-0853 chris.b.shaffer@wv.gov
Putnam	Red House	Route 62 Box 2 Red House, WV 25168	3526 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526	3256 Teays Valley Road Hurricane, WV 25526	Eddie Smithers	304-586-2023 james.e.smithers@wv.gov
Putnam	US 35	US 35 Lat 38 34' 39.71"N Longitude 82 00' 54.58" W	704 Winfield Road St. Albans, WV 25177	Stephen Meeks	304-759-0713 stephen.l.meeks@wv.gov

District 2

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins Brian Conrad	304-736-3111 304-528-5674	candis.d.adkins@wv.gov brian.conrad@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Charlene Pullen	304-528-5669	charlene.pullen@wv.gov
Lincoln	West Hamlin	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Yawkey	WV State Route 3 Yawkey, WV 25573	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Lincoln	Harts	McClellan Highway WV Harts, WV 25524	P.O. Box 880 Huntington, WV 25712	Rodney Snodgrass Dennis Lawson	304-528-5685 304-824-3434	rodney.a.snodgrass@wv.gov dennis.e.lawson@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Kathy Wolfe Debbie Minton	304-528-5684 304-792-7031	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Wilkinson	127 Springfield Road Wilkinson, WV 25653	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-528-5684	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Logan	Man	4801 Buffalo Creek Road Amherstdale, WV 25607	P.O. Box 880 Huntington, WV 25712	Debbie Minton Kathy Wolfe	304-792-7035 304-583-2188	kathy.j.wolfe@wv.gov debbie.j.minton@wv.gov
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-528-5682 304-235-6060	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Mingo County @ Miller's Creek	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Mingo	Gilbert	US 52 Gilbert, WV 25621	P.O. Box 880 Huntington, WV 25712	Justin Pinson Brenda Barger	304-235-6003 304-528-5682	justin.pinson@wv.gov brenda.k.barger@wv.gov
Wayne	Pritchard	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-486-5010	geoffrey.g.adkins@wv.gov
Wayne	Wayne	326 Third Street Wayne, WV 25571	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-528-5681	geoffrey.g.adkins@wv.gov
Wayne	Crum	20351 Tolsia Highway Crum, WV 25669	P.O. Box 880 Huntington, WV 25712	Ellen Spry Geoff Adkins	304-528-5681 304-393-2181	geoffrey.g.adkins@wv.gov

District 3

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Calhoun	Millstone	7619 S. Calhoun Highway Millstone, WV 25261	Same as Ship To	Chris Carter	304-420-4710 chris.l.carter@wv.gov
Jackson	Ripley	946 Claylick Road Ripley, WV 25271	Same as Ship To	Kathy White	304-372-7857 kathy.j.white@wv.gov
Jackson	I-77 @ Medina	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Brian Herdman	304-420-4610 brian.r.herdman@wv.gov
Pleasants	Belmont	WV Route 2 Belmont, WV 26134	401 2nd Street Belmont, WV 26134	Amanda Nichols	304-420-4705 amanda.l.nichols@wv.gov
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	John Barberio	304-659-3027 john.m.barberio@wv.gov
Ritchie	Ellenboro	731 Ellenboro Road Harrisville, WV 26362	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.amentrout@wv.gov
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Ritchie	Smithville	#18 Main Street Smithville, WV 26178	Route 1, Box 92 Harrisville, WV 26362	Sandy Armentrout	304-420-4706 sandy.j.amentrout@wv.gov
Roane	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Amber Hill @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	269 Charleston Road Spencer, WV 25276	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Roane	Spencer	269 Charleston Road Spencer, WV 25276	Same as Ship To	Terri Walker	304-927-0962 terri.a.walker@wv.gov
Wirt	Elizabeth	610 Schoolview Street Elizabeth, WV 26143	Same as Ship To	Chasity Stephens	304-420-4707 chasity.r.stephens@wv.gov
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	Same as Ship To	Cindy Butcher	304-420-4700 cindy.l.butcher@wv.gov
Wood	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov
Wood	Corridor D @ Riverhill	253 @ River Hill Road Washington, WV 26181	624 Depot Street Parkersburg, WV 26101	Dave Powell	304-420-4703 david.p.powell@wv.gov

District 4

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Rt 50 Smithburg, WV 26456	PO Box 4220 Clarksburg, WV 26302	Anthony Lopez Ruth Sheets	304-627-2412 304-627-2412	anthony.l.lopez@wv.gov ruth.m.sheets@wv.gov
Harrison	Gore	Rt 20, Gore, WV 26301	PO Box 4220 Clarksburg, WV 26302	Pueblo Bianco Teresa Kirkpatrick	304-627-2140 304-627-2140	pueblo.bianco@wv.gov teresa.j.kirkpatrick@wv.gov
Harrison	Saltwell	Exit 125 of I-79, North of Clarksburg, WV 26301	PO Box 4220 Clarksburg, WV 26302	Pueblo Bianco Teresa Kirkpatrick	304-627-2140 304-627-2140	pueblo.bianco@wv.gov teresa.j.kirkpatrick@wv.gov
Harrison	I-79 @ Lost Creek	Exit 110 of I-79 Lost Creek, WV 26385	PO Box 4220 Clarksburg, WV 26302	Bob Suan Rick Nicholson	304-627-2411 304-627-2411	bob.g.suan@wv.gov ricky.g.nicholson@wv.gov
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Rt 50/7 Tunnel Hill, WV 26426	PO Box 4220 Clarksburg, WV 26302	Roger Grimes Robbie Wilmoth	304-627-2410 304-627-2410	roger.g.grimes@wv.gov robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road Fairmont, WV 26554	PO Box 4220 Clarksburg, WV 26302	Mike Roncone	304-367-2730	michael.j.roncone@wv.gov
Marion	Mannington	US Rt 250 Mannington, WV 26582	PO Box 4220 Clarksburg, WV 26302	Jeff Pethtel	304-986-2600	jeff.l.pethtel@wv.gov
Monongalia	I-79 @ Goshen Road	Exit 146 of I-79 Goshen Road, WV 26508	PO Box 4220 Clarksburg, WV 26302	Norm Cunningham	304-285-3145	norm.r.cunningham@wv.gov
Monongalia	Ridgedale	1510 Grafton Road Morgantown, WV 26508	PO Box 4220 Clarksburg, WV 26302	Larry Weaver	304-285-3207	larry.b.weaver@wv.gov
Monongalia	Pentress	WV Rt 7 Pentress, WV 26544	PO Box 4220 Clarksburg, WV 26302	Ron Cumpston	304-879-5275	larry.b.weaver@wv.gov
Preston	Bruceton Mills	WV Rt 26 South of Bruceton Mills, WV 26525	PO Box 4220 Clarksburg, WV 26302	Robert Denkenberger	304-379-2162	joe.p.cline@wv.gov
Preston	Albright	216 St. Joe Road Albright, WV 26519	PO Box 4220 Clarksburg, WV 26302	Joe Cline	304-329-0192	joe.p.cline@wv.gov
Preston	Terra Alta	WV Rt 7 East of Terra Alta, WV 26764	PO Box 4220 Clarksburg, WV 26302	Tom Loughry	304-789-2521	joe.p.cline@wv.gov
Preston	Fellowsville	UD 50 East of Fellowsville, WV 26444	PO Box 4220 Clarksburg, WV 26302	Sam Cline	304-892-3955	joe.p.cline@wv.gov
Preston	Aurora	US Rt 50 West of Aurora, WV 26705	PO Box 4220 Clarksburg, WV 26302	Harlin Wolfe	304-735-3311	joe.p.cline@wv.gov
Preston	I-68 @ Cooper's Rock	Exit 15 of I-68 Coopers Rock, WV 26525	PO Box 4220 Clarksburg, WV 26302	Ron Burge	304-285-3206	ronald.l.burge@wv.gov
Taylor	Fetterman/Prunytown	US 250 East of Prunytown, WV 26354	PO Box 4220 Clarksburg, WV 26302	John Corio	304-265-6110	john.r.corio@wv.gov

District 5

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Berkeley	I-81 @ Martinsburg	1867 Rock Cliff Drive Martinsburg, WV 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Bill Smallwood	(304) 267-0060 bill.r.smallwood@wv.gov
Berkeley	I-81 @ Exit 8	Behind Park n Ride Exit 8 South Bound 25401	1867 Rock Cliff Drive Martinsburg, WV 25401	Bill Smallwood	(304) 267-0060 bill.r.smallwood@wv.gov
Grant	Petersburg	H.C. 59, Box 245 (Route 28) Petersburg, WV 26847	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Mt. Storm	Corner of WV 42 & Rt. 50 Mt. Storm, WV 26739	H.C. 59, Box 245 Petersburg, WV 26847	Glenna Lott	(304) 257-4455 glenna.d.lott@wv.gov
Grant	Corridor H @ Knobley Road	U.S. Rt. 48 (off of Corridor H) Maysville, WV 26833	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hampshire	Romney	H.C.64, Box 232 (Jersey Mtn. Road) Romney, WV 26757	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Capon Bridge	Rt. 50 Capon Bridge, WV 26711	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hampshire	Slanesville	Rt. 29 Slanesville, WV 25444	H.C. 64, Box 232 Romney, WV 26847	Julie Greene	(304) 822-4167 julie.g.greene@wv.gov
Hardy	Moorefield	2104 SR55 (Route 55) Moorefield, WV 26836	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Hardy	Baker	Co. Rt. 29 Baker, WV 26801	2104 SR55 Moorefield, WV 26836	Donna Eye	(304) 434-2525 donna.k.eye@wv.gov
Jefferson	Charles Town	1301 Leetown Pike Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Gary Gray	(304) 725-5821 gary.v.gray@wv.gov
Jefferson	Charles Town - New Shed	1301 Leetown Pike (on same lot as above) Kearneysville, WV 25430	1301 Leetown Pike Kearneysville, WV 25430	Gary Gray	(304) 725-5821 gary.v.gray@wv.gov
Mineral	New Creek	H.C. 72, Box 72AA (US Route 50) New Creek, WV 26743	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Sky Line	Rt. 42 Elk Garden, WV 26717	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	Short Gap	Rt. 28 Ridgeley, WV 26753	H.C. 72, Box 72AA New Creek, WV 26743	Jessica Agnew	(304) 788-1221 jessica.d.agnew@wv.gov
Mineral	District Headquarters	U.S. Route 50 Burlington, WV 26710	P.O. Box 99 Burlington, WV 26710	Jim Wolford	(304) 289-2261 jim.d.wolford@wv.gov
Morgan	Berkeley Springs	166 DOH Lane (off of US 522) Berkeley Springs, WV 25411	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov
Morgan	Largent	Rt. 9 Great Cacapon, WV 25422	166 DOH Lane Berkeley Springs, WV 25411	Trish Starliper	(304) 258-2578 patricia.a.starliper@wv.gov

District 6

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Brooke	Wellsburg	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
Brooke	Weirton	1225 Rice Road Weirton, WV 26062	WV Route 2, Box 615 Wellsburg, WV 26070	Beth Green	304-238-1199 beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Melissa Parmenter	304-238-1200 melissa.r.parmenter@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Marshall	Cameron	33 Courtright Lane Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Theron Jacobs	304-843-4055 theron.n.jacobs@wv.gov
Ohio	Triadelphia	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Sue Toland	304-238-1202 sue.d.toland@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road Wheeling, WV 26003	3870 National Road Triadelphia, WV	Dave Millhouse	304-238-1065 david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway Sistersville, WV 26175	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road Alma, WV 26320	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14 Pine Grove, WV 26419	N. State Route 2, Box 641 New Martinsville, WV	Dave Sivert	304-889-3251 david.k.sivert@wv.gov
Wetzel	Hundred	US 250, MP3.00 Hundred, WV 26575	N. State Route 2, Box 641 New Martinsville, WV	Mark Poe	304-775-5240 mark.d.poe@wv.gov

District 7

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Barbour	Phillipi	1251 Buckhannon Road Phillipi, WV 26416	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Barbour	Belington	248 Dunham Cut Road Belington, WV 26250	PO Box 1228 Weston, WV 26452	Jacqueline Haddix	304-457-1597 jacqueline.m.haddix@wv.gov
Braxton	Gassaway	1001 State Street Gassaway, WV 26624	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	Heaters	Route 19 North of Heaters Heaters, WV 26627	PO Box 1228 Weston, WV 26452	Dale McCoy	304-364-5238 dale.r.mccoy@wv.gov
Braxton	I-79 @ Coon Knob	51 Appalachian Highway Sutton, WV 26601	PO Box 1228 Weston, WV 26452	Charles Armstead	304-364-8440 charles.g.armstead@wv.gov
Braxton	I-79 @ Burnsville	Route 1, Box 435 Burnsville, WV 26335	PO Box 1228 Weston, WV 26452	Roger Balser	304-863-2454 roger.l.balser@wv.gov
Gilmer	Glenville	3531 US 33, East Glenville, WV 26351	PO Box 1228 Weston, WV 26452	Cathy Shackleford	304-462-7325 cathy.a.shackleford@wv.gov
Lewis	Weston (Ben Dale)	937 US 19, South Weston, WV 26452	PO Box 1228 Weston, WV 26452	Gaylene Hacker	304-269-0470 e.gaylene.hacker@wv.gov
Lewis	Corridor H @ Mudlick	309 Mud Lick Road Weston, WV 26452	PO Box 1228 Weston, WV 26452	Harley Smith	304-473-4304 harley.d.smith@wv.gov
Upshur	Clow Lot @ Buckhannon	Route 10, Box 391C Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Tennerton	Route 20 South Buckhannon, WV 26201	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Upshur	Kanawha Head	Route 20 Kanawha Head, WV 26228	PO Box 1228 Weston, WV 26452	Aleece Williams	304-473-4225 c.aleece.williams@wv.gov
Webster	Cherry Falls	808 Point Mountain Road Webster Springs, WV 26288	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Cowen	6402 Webster Road Cowen, WV 26206	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov
Webster	Hacker Valley	56 Pickens Grade Road Hacker Valley WV 26222	PO Box 1228 Weston, WV 26452	Theresa Gibson	304-847-2114 theresa.j.gibson@wv.gov

District 8 Sodium Chloride 6612C034 **STORAGE SITE ADDRESSES AND CONTACT INFORMATION**
 Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Pendleton	Franklin, 220 North	3153 Petersburg Pike Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Judy Gap	12795 Mountaineer Drive US 33, Riverton, WV 26814	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Brandywine	12211 Blue Gray Trail CR 21, Brandywine, WV 26802	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Onego	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884	PO Box 1516 Elkins, WV	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pendleton	Franklin, 220 South	6591 Upper South Branch Road Franklin, WV 26807	PO Box 1516 Elkins, WV 26241	Darell Warner	(304) 358-2215 darell.h.warner@wv.gov
Pocahontas	Marlinton	US 219 Marlinton, WV 24954	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Seebert	CR 27 Seebert, WV 24946	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Greenbank	WV 28 Green Bank, WV 24944	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Bartow (Thornwood)	WV 28 Bartow, WV 24920	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Snowshoe	CR 9/3 Snowshoe, WV 26209	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Pocahontas	Slaty Fork	US 219 Slaty Fork, WV 26291	PO Box 1516 Elkins, WV 26241	Sam McPaters	(304) 799-4867 samuel.c.mcpaters@wv.gov
Randolph	Elkins	108 Beverly Pike Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Harman	US 33 Harman, WV 26241	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Coalton	CR 53 Coalton, WV 26257	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Valley Head	WV 15 Valley Head, WV 26294	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Mill Creek	US 219 Mill Creek, WV 26280	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Pickens	CR 45 Pickens, WV 26230	PO Box 1516 Elkins, WV 26241	Raymond Yeager	(304) 637-0266 raymond.w.yeager@wv.gov
Randolph	Corridor H Lot @ Elkins	US 219 North Elkins, WV 26241	PO Box 1516 Elkins, WV 26241	Barry Gardner	(304) 637-0220 lewis.b.gardner@wv.gov
Tucker	Parsons	9209 Seneca Trail Parsons, WV 26287	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov
Tucker	Thomas	WV 32 Thomas, WV 26292	PO Box 1516 Elkins, WV 26241	Bob Cooper	(304) 478-2304 robert.b.cooper@wv.gov

District 9

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
Fayette	Oak Hill	1885 East Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Rd Lewisburg, 24901	Danny Hypes	304-256-6940 danny.h.hypes@wv.gov
Fayette	Lookout	Junction, Co. Rt 11 US 60 on Co 11 Lookout, WV 25868	146 Stonehouse Rd Lewisburg, 24901	Larry Bragg	304-574-0373 danny.h.hypes@wv.gov
Fayette	Falls View	5727 Midland Trail Falls View, WV 25040	146 Stonehouse Rd Lewisburg, 24901	Steve Neil	304-779-2860 steven.b.neil@wv.gov
Greenbrier	Lewisburg	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Rd Lewisburg, 24901	Nancy Matheney	304-647-7465 nancy.a.matheney@wv.gov
Greenbrier	Crawley	14971 Midland Trail / West, US 60 Crawley, WV 24931	146 Stonehouse Rd Lewisburg, 24901	Rick Viers	304-392-6712 richard.a.viers@wv.gov
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64 Caldwell, WV 24925	146 Stonehouse Rd Lewisburg, 24901	Steve Hawkins	304-536-1472 steven.j.hawkins@wv.gov
Monroe	Union	875 Sweet Spgs Valley Road, WV 3 Union, WV 24983	146 Stonehouse Rd Lewisburg, 24901	Greg Sibold	304-772-3037 william.g.sibold@wv.gov
Monroe	Peterstown	511 Ballard Red Sulphur Parkway, WV 12 Peterstown, WV 24963	146 Stonehouse Rd Lewisburg, 24901	Elwin Dillon	304-753-9778 william.g.sibold@wv.gov
Nicholas	Summersville	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Rd Lewisburg, 24901	John Jarrell Sr	304-872-0811 john.c.jarrell@wv.gov
Nicholas	Curtin	8238 Richwood Road, WV 20 Curtin, WV 26205	146 Stonehouse Rd Lewisburg, 24901	Scott Robinson	304-846-9501 dana.s.robinson@wv.gov
Nicholas	Corridor L @ Muddlety	50 State Garage Road, US 19 Summersville, WV 26651	146 Stonehouse Rd Lewisburg, 24901	Charles Reel	304-872-0823 charles.j.reel@wv.gov
Summers	Hinton	WV 12 5 mi SE 1.3 mi S, WV 3 Hinton, WV 25951	146 Stonehouse Rd Lewisburg, 24901	Bill Lilly	304-466-2802 billy.j.lilly@wv.gov

District 10

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Contact Phone Number Contact Email Address
McDowell	Havaco	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Arlie Matney	304-436-6896 arlie.e.matney@wv.gov
McDowell	Yukon	383 Marshall Highway Yukon, WV 24892	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd Johnny Cake, WV 24844	270 Hardwood Lane Princeton, WV 24740	Robert Ortiz	304-938-5308
McDowell	Raysel	N 37.3461 W 81.7791 Raysel, WV 24879	270 Hardwood Lane Princeton, WV 24740	Leonard Cooper	304-875-3846 leonard.p.cooper@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Mike McMillion	304-425-2782 mike.r.mcmillion@wv.gov
Mercer	Flat Top	21585 Beckley Road Flat Top, WV 25841	270 Hardwood Lane Princeton, WV 24740	Floyd Ricks	304-787-3311 floyd.e.ricks@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Choskie Harmon	304-487-5280 choskie.a.harmon@wv.gov
Raleigh	Skelton	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	James Dalton	304-256-6830 james.h.dalton@wv.gov
Raleigh	Bolt	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Roger Fisher	304-934-5833 roger.l.fisher@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Joe Adkins	304-763-5312 r.joe.adkins@wv.gov
Wyoming	Pineville	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Dave Cox	304-732-7280 james.d.cox@wv.gov
Wyoming	Still Run	9390 River Road Still Run, WV 25882	270 Hardwood Lane Princeton, WV 24740	William Talbert	304-294-4123
Wyoming	Hanover	2959 US 52 Hanover, WV 24839	270 Hardwood Lane Princeton, WV 24740	Dave Green	304-664-8281

WV Turnpike

Sodium Chloride

6612C034

STORAGE SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WV Division of Highways Storage Site

County	Delivery/Storage Site	Storage Site Physical Address	Bill-to Address	Storage Site Contact Name	Storage Site Contact Phone #
Kanawha	Chelyan	Slaughters Creek Rd. at Rte 61 Chelyan, WV 25335	All Invoices sent to: Judia Purdue, Finance Department WV Parkways Authority P. O. Box 1469 Charleston, WV 25325	Kevin McLaughlin	304-640-8611
Kanawha	Standard	6951 Paint Creek Rd. Standard, WV 25136		Kevin McLaughlin	304-640-8611
Mercer	Princeton	297 Ambrose Lan Princeton, WV 24740		Kevin McLaughlin	304-640-8611
Raleigh	Beckley	201 Pikeview Dr. Beckley, WV 25801		Kevin McLaughlin	304-640-8611
Raleigh	Ghent	Odd Road at I-77 Ghent, WV 25843		Kevin McLaughlin	304-640-8611

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 N/A **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,
- N/A 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,
- N/A 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 N/A **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 N/A **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 N/A **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 N/A **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 N/A **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Cargill, Incorporated-Deicing

Bidder: Technology Business Unit

Signed: Rosemary Schway

Date: July 20, 2012

Title: Customer Solutions Specialist

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

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cargill, Incorporated-Deicing Technology Business Unit

Authorized Signature: Rosemary Schwarz Date: July 20, 2012

State of Ohio Rosemary Schwarz

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 20 day of July, 2012.

My Commission expires April 28th, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

Amanda Knaus
Notary Public
State of Ohio

My commission exp. 04/28/16

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware, and having its Home Office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Josette Bell
Tom Blackman
Gloria Bohman
Stacey Bruzda
David Bryden
Pamela S. Burcewicz
Tameka Caldwell-Roby
Deseree Caver
Carol Chandler
Annette Cillian
Elaine Dembinski
Andre Desbiens
Tony DiPietro
Ken Ellen
Ron Erjavec
Joshua D. Evcic
Jason Fenske
Robin Fugo
Chris Gampfer

Nadine Gilbert
Taylor Hall
Lenore Hohman
Kenneth G. Howe
Gail Hubbell
Brittney Ingold
Robin Kiewatt
Mary Kleiner
Phillip E. Knapp
Amanda Knaus
Denise A. Koch
Sarah Liederbach
Mildred Lindsey
Alison Marincek
David Marshall
Richard Maxfield
Shawn Mayclin
Bill Miller
Brett Miller

Louise Moniere
Amanda Montanez
Lisa O'Neal
Angele Peterson
Courtney Perram
Monica Sue Petkac
Stewart Petrick
John Petryszyn
Sean M. Riley
Christine M. Rupert
Anne Sarley
Rosemary Schwarz
Sarah Stewart
Jennifer Tyminski
Kent Watson
Danielle Wilford
Gord Williams
Irving Williamson
Ellen Ziegman

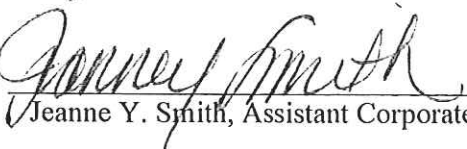
each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Company may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of Salt, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its President, Cargill Deicing Technology, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 3rd day of February, 2012.

Cargill, Incorporated

By: 

Richard Maxfield, President, Cargill Deicing Technology

Attest: 

Jeanne Y. Smith, Assistant Corporate Secretary

STATE OF OHIO

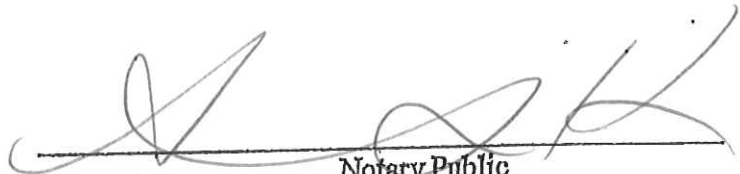
) ss

COUNTY OF CUYAHOGA

On July 20, 2012, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Rosemary Schwarz known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.



Notary Public
Amanda Knaus
Notary Public
State of Ohio
My commission exp. 04/28/16



Internal Memo

DATE: January 1, 2012

TO: Deicing Technology Employees & Applicants

FROM: Richard Maxfield
Deicing Technology Business Unit Leader

RE: Corporate Policy of Equal Employment Opportunity

Deicing Technology management strongly supports the corporate policy of Equal Employment Opportunity, as expressed in the statement from Greg Page.

All Deicing Technology employees will be treated fairly and equitably in the terms and conditions of employment, regardless of age, race, religion, color, veteran status, sex, physical condition, disability, sexual orientation, ancestry, national origin, marital status, citizenship status, or any other factor protected by state, local, and national laws. We are committed to valuing differences, respecting all individuals and maintaining an environment in which everyone is treated with dignity. Guiding our efforts is Lead Human Resource Manager, Sarah Hendricks and Deicing Human Resource Manager, Diane Chrise. The following location EEO Representatives can also answer any specific questions you may have regarding Equal Employment Opportunity and Affirmative Action:

Avery Island, Louisiana	Maria Vaughn
Cleveland, Ohio	Patrice Frazier
Lansing, New York	Toni Adams
North Olmsted, Ohio	Diane Chrise

Our goal is very simple – equal opportunity for all. We will not accept anything less. Together we will reach our goal, not because it is required by law, but because we are dedicated to the principle of equal opportunity and its achievement.

CONFIDENTIAL INFORMATION. DISCLOSURE, USE, OR REPRODUCTION OUTSIDE CARGILL, AND INSIDE CARGILL OR BY THOSE EMPLOYEES WHO DO NOT HAVE A NEED TO KNOW, IS PROHIBITED EXCEPT AS AUTHORIZED BY CARGILL IN WRITING.

Cargill Deicing Technology

EEO Data

As of 6/2011

EEO Job Category	Overall			Males					Females					Disabled
	Total	Male	Female	White	Black	Hispanic	Asian/ Pac. Is.	Amer In/ Ala. Nat.	White	Black	Hispanic	Asian/ Pac. Is.	Amer In/ Ala. Nat.	
1 Officials/Managers	121	105	16	97	4	0	2	2	16	0	0	0	0	0
2 Professionals	68	50	18	45	4	1	0	0	16	2	0	0	0	0
3 Technicians	5	3	2	1	1	1	0	0	2	0	0	0	0	0
4 Sales Workers	17	12	5	12	0	0	0	0	4	0	1	0	0	0
5 Office/Clerical	55	11	44	8	3	0	0	0	35	7	0	2	0	0
6 Craftpersons (Skilled)	128	128	0	114	11	2	0	1	0	0	0	0	0	0
7 Operatives (Semi-skilled)	209	204	5	155	45	2	0	2	4	1	0	0	0	1
8 Laborers (Unskilled)	85	85	0	68	14	2	0	1	1	0	0	0	0	1
9 Service Workers	1	0	1	0	0	0	0	0	0	0	0	0	0	0
Protective Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprentices	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	689	598	91	500	82	8	2	6	78	10	1	2	0	2
Percentages	689	86.8%	13.2%	72.6%	11.9%	1.2%	0.3%	0.9%	11.3%	1.5%	0.1%	0.3%	0.0%	0.3%

**Cargill, Incorporated
Equal Employment Opportunity
Affirmative Action Program**

Business Unit: Cargill Deicing Technology

Facility: General Office

Location Address: 24950 Country Club Blvd., Ste 450
North Olmsted, OH 44070

Mailing Address: Same
(if different)

Corporate Identification No.: B-129921

AAP Effective Dates: October 1, 2011 to September 30, 2012

Program Completed by: Jeff Cornute **Title:** HR Generalist

Corporate Headquarters: Cargill, Incorporated
15407 West McGinty Road
Wayzata, MN 55391

Chairman and Chief Executive Officer: Gregory Page 952/742-6522
Corporate VP Human Resources: Peter Vrijssen 952/742-4070
Platform HR: Sarah Hendricks 952/984-0089

Background Information – For Internal Use Only

1. Are any employees covered under this AAP represented by a collective bargaining agreement? If so, indicate the name of the bargaining unit (union) and the inclusive dates of the union contract.

A collective bargaining unit does not represent employees included in this AAP.

2. Do you employ seasonal workers? If so, please explain how seasonal workers are employed and the selection process.

We employ seasonal employees, generally from October until February/March in supply chain and in finance we sporadically have temps. Seasonal workers come through Volt, the preferred vendor per Cargill, and request résumés to be sent to the hiring manager per our qualifications. Once the résumés are reviewed, we set up face to face interviews between the candidate and the hiring manager. Once the ideal candidate has been selected, Volt puts the individual through a background/drug test per Cargill's standards. Upon the background/drug test coming back clear we solidify a start date.

3. Briefly describe the recruitment and selection processes for all individuals covered by this AAP.

The hiring process for Deicing Technology exempt and non exempt employees is centralized through Cargill's Talent Recruiting Department in Minneapolis.

Certain entry-level positions are filled by affirmative campus recruiting efforts.

Non-entry level positions are filled by internal transfer or promotion within the Business Unit or company, if possible. Job postings are utilized to advertise the openings to employees, inviting interested, qualified candidates to respond. All candidates are required to complete a questionnaire to confirm that they meet the basic qualifications based upon the position description summary. Certain functions are required to complete a Gallup assessment after the candidate has been identified as meeting the basic qualifications and prior to the interview process. All positions are posted internally first. If a position is not filled internally, then external recruiting sources are used including but not limited to State job service; JobCentral.com; JobCentral Diversity; LinkedIn; veterans services; employment agencies; advertisements in newspapers or industry publications; and internet advertising. Interview appraisal forms are used to document the interview process and identify the most qualified candidates. A team interviews applicants. Core interview questions are developed based on specific job related criteria and behavioral based interview question formats.

Pre-employment tests are not required for internal transfers. All external candidates must pass a pre-employment post offer background check, physical, and drug screen.

4. Briefly describe the transfer/promotion practice or policy for employees covered under this AAP.

As job openings occur, an internal search can be initiated. As a guideline, job postings are utilized for exempt and non-exempt positions. Qualified, internal candidates are welcome to apply through an electronic internal job posting/search system. Exceptions to this guideline occur when a qualified candidate is identified through normal career progression, has been or is affected by a reduction in force, or is returning from a leave of absence or an international assignment.

Section 6

Action Plans for Goals & Areas with Statistical Disparities Identification of Problem Areas

Cargill actively sponsors action oriented programs, at both corporate and local levels, designed to create a positive work environment for all employees. Leaders and employees across Cargill demonstrate their commitment to Cargill's Vision, Equal Employment Opportunity and Affirmative Action by championing and participating in a variety of employee focused and community outreach initiatives.

5. Briefly describe what progress has been made on last year's goals. *(See Goal Progress Report)*

Last year we had goals for females in job groups S1, S2, S4, Q3 and goals for minorities in S1, and S2. The majority of candidates considered for these job groups are typically internal and respond to initial job postings under Cargill's policies and procedures.

We met and exceeded our goal for recruiting minorities into job group S2 and met and exceeded our goal for recruiting females into job group S4.

We made no progress on our goal for recruiting females or minorities into job group S1. Due to the level of the position, employees are generally placed in this job group from groups S2 and S3. We also made no progress on our goal for recruiting females into job group S2. Employees are generally placed in this job group from S4. We do not have a large number of females in the S4 job group to place into an S2 position.

6. Identification of Problem Areas

Areas of Concern	Corrective Action(s)
<i>Lack of qualified female employees in the feeder pools S2 and S4</i>	<i>Look into the feasibility of offering scholarships that focus on minority and female engineering students.</i> <i>Work with our Talent Recruiting department to research other colleges that have a more diverse student and engineering population.</i> <i>Contact agencies/organization that serve women, e.g. Hard-Hatted Women and Urban League of Greater Cleveland to reaffirm our commitment to hiring women</i> <i>Work with current female population in S4 job group to put a recruiting plan together that will attract to female candidates.</i> <i>Partner with Global Diversity and Inclusion to put a recruiting plan to attract female and minority candidates.</i>
<i>Promotions and recruitment of non minorities in S4 group.</i>	<i>Partner with Talent Recruiting to increase candidate pool.</i> <i>Analyze schools in mining industries, as well as demographics of the student population to potentially add additional schools to our recruiting strategies.</i>
<i>Promotion and recruitment of male employees in Job Group 5 (Office & Clerical)</i>	<i>Partner with local agencies (i.e. job and family services) to promote and attract potential male candidate's specific skills.</i>

Action-Oriented Programs

This year we will continue to focus on the recruitment of females and minorities, as well as promotional opportunities.

We will continue to work with Talent Recruiting to ensure they are aware of our recruitment goals and areas for opportunities. Also, we will continue to require seeing a diverse and qualified candidate pool for every open position.

Internally, we plan continue to utilize our informal mentorship and job shadowing programs. We will continue to work with our female and minority engineers on their personal development plans to ensure there is alignment with their career goals. We will work closely with our female engineers to be more involved in The Salt Women in Operations Network that promotes women in the workplace through advocacy, education and information. We will continue to focus on retention of our production professionals. Retention will be achieved by continuing our focus on having an engaged workforce and culture in place, along with providing development opportunities to hone current skills and learn new skills sets for future management roles.

Section 9

CARGILL, INCORPORATED

AFFIRMATIVE ACTION PROGRAM

FOR

INDIVIDUALS WITH DISABILITIES
& COVERED VETERANS

UNDER

SECTION 503, REHABILITATION ACT OF 1973
38 USC § 4212

2011-12

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(41 CFR §§ 60-300.44(a) and 60-741.44(a))
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(41 CFR §§ 60-300.41 & 60-741.41)
- **Dissemination of Policy, Outreach & Positive Recruitment (and Responsibilities Assigned)**
(41 CFR §§ 60-300.44(f), (g) & (i) and 60-741.44(f), (g) & (i))
 - Internal Policy Dissemination
 - External Policy Dissemination
 - Outreach and Positive Recruitment
- **Internal Audit & Reporting System**
(41 CFR §§ 60-300.44(h) & 60-741.44(h))
- **Review of Personnel Practices**
(41 CFR §§ 60-300.44(b) & 60-741.44(b))
- **Physical & Mental Qualifications**
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- **Invitation to Self-Identify**
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- **Reasonable Accommodation**
(41 CFR §§ 60-300.44(d) & 60-741.44(d))
- **Listing of Employment Openings**
(41 CFR § 60-300.5(a))
- **Harassment**
(41 CFR §§ 60-300.44(e) & 60-741.44(e))
- **Training**
(41 CFR §§ 60-300.44(j) & 60-741.44(j))
- **EEO Policy**

Introduction

This affirmative action program (AAP) pertains to individuals with disabilities and covered veterans:

Individual with a disability – means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.

Covered veteran -- means:

- *Disabled veteran* – means (i) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (ii) a person who was discharged or released from active duty because of a service-connected disability;
- *Three-year recently separated veteran* – means a veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.
- *Other protected veteran* – means a veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized; the Office of Personnel Management (OPM) maintains an updated list of campaigns or expeditions that qualify in the OPM VETS Guide, Appendix A.¹
- *Armed Forces service medal veteran* – means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 Fed. Reg. 1209).

We refer collectively to veterans in these categories as "covered veterans."

¹ The last war declared by Congress was World War II, so all veterans who served during World War II are covered. Examples of other campaigns and expeditions include the Korean conflict, the Vietnam conflict, Desert Storm, and campaigns in Iraq, Bosnia, Somalia, Grenada and others.

Affirmative Action Policy
(41 CFR §§ 60-300.44(a) and 60-741.44(a))

- A. Cargill, Incorporated (Cargill) will not discriminate in hiring, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship and on-the-job training programs against any employees or applicant for employment because he or she is an individual with a disability, or a veteran covered by applicable laws in regard to any position for which the employee or applicant for employment is qualified.

We will take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities and covered veterans without discrimination based upon their disability or veteran's status in the aforementioned employment practices. We will include in our AAP all veterans who voluntarily self-identify for that purpose. Cargill will make a good faith effort to reasonably accommodate the physical or mental limitations of qualified individuals with disabilities and covered veterans unless such an accommodation would impose undue hardship on the conduct of Cargill's business.

- B. Cargill's policy against harassment can be found on bulletin boards, the Salaried Employee Handbook and on the North American Human Resources Home Page under Employee Relations. It is designed to maintain a work environment free of unlawful discrimination. The policy covers individuals with disabilities and covered veterans, as well as other legally protected individuals, and explains disciplinary consequences of harassment and/or retaliatory actions.

Additionally, employees and applicants will not be subjected to harassment or intimidation for filing a complaint, assisting/participating in an investigation; opposing any unlawful practice; or exercising any other right protected by Section 503 of Rehabilitation Act of 1973 or 38 USC § 4212. If an employee feels that he or she has suffered from harassment or discrimination connected to disability or covered veteran's status, he or she should report the incident to the business unit, a Human Resources representative or Employee Relations.

- C. Cargill will train personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the effective implementation of Cargill's Affirmative Action Program.
- D. Business Unit Leaders, with the assistance of Business Unit Human Resource Representatives, are responsible for the implementation of Cargill's Affirmative Action Program.

Inspection of the AAP
(41 CFR §§ 60-300.41 & 60-741.41)

This affirmative action program is available for inspection by applicants and employees of the Business Unit or establishment during normal business hours. Individuals interested in inspecting this AAP should contact the local or Business Unit HR manager.

**Dissemination of Policy, Outreach & Positive Recruitment (and
Responsibilities Assigned)**
(41 CFR §§ 60-300.44(f), (g) & (i) and 60-741.44(f), (g) & (i))

Our EEO policy is disseminated to a variety of constituencies to assure their awareness of our commitment to equal employment opportunity.

Internal Policy Dissemination

- A. The current EEO Policy is included in the Cargill Salaried Employee Handbook, Cargill's intranet, and in some cases locally prepared policy manuals. (Responsibility: Employee Relations.)
- B. The EEO Policy and Affirmative Action Program will be discussed in appropriate management and supervisory training programs conducted on-site. (Responsibility: Human Resources.)
- C. Non-discrimination clauses are included in all union agreements. All contractual provisions will be reviewed to ensure they are non-discriminatory. (Responsibility: Labor & Employment Law Team)
- D. The Corporate EEO Policy Statement will be posted on employee bulletin boards along with all other EEO posters required by law. (Responsibility: Facility Management and Business Unit HR.)
- E. The Cargill Equal Employment Opportunity Brochure is available to be given to all applicants and new employees at the time of hire. The brochure reaffirms Cargill's EEO Policy. (Responsibility: Employee Relations and Facility Management.)
- F. The Policy Against Harassment (including a procedure for handling and processing allegations of harassment) is posted at all U.S. locations and included in the Cargill Salaried Employee Handbook and on Cargill's intranet. (Responsibility: Employee Relations and Facility Management.)
- G. The Cargill EEO Internal Grievance Resolution Procedure is included in the Cargill Salaried Employee Handbook and on Cargill's intranet. (Responsibility: Employee Relations.)

- H. Cargill's Performance Management process contains an evaluation of each individual's capabilities in the area of valuing differences, as a part of Cargill's diversity management. This includes the promotion of representational diversity and affirmative action/equal employment opportunity as appropriate for the person's position. (Responsibility: Managers with Human Resources responsibilities)

External Policy Dissemination

- A. Minority, women, disabled and veteran organizations, community agencies, employment agencies, public and private colleges and universities, secondary schools, training institutions, and any other referral sources will be notified verbally and in writing of the Company EEO Policy and invited actively to recruit and refer minorities, women, veterans and individuals with disabilities. (Responsibility: Facility Management with Hiring Responsibilities.)
- B. The EEO clause will be incorporated in all purchase orders, leases, and contracts where required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, as amended, and by 38 USC § 4212, as well as by their implementing regulations. (Responsibility: Graphics and Employee Relations.)

Outreach and Positive Recruitment

- A. Cargill will undertake appropriate outreach and positive recruitment and external dissemination activities to seek out qualified applicants or employees who are individuals with disabilities or covered veterans when job openings or advancement opportunities occur.
- B. Cargill will list "all suitable employment openings" which exist at the time of contract execution or those occurring during contract performance with our local state employment service office or with the job listing delivery system of the state in which the position is to be located. "All suitable employment openings" include full-time, part-time and temporary jobs of more than 3 days duration, except executive and top management positions, which occur and are filled within the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands. If the opening is to be filled internally, i.e., if no consideration will be given to persons outside of Cargill and its subsidiaries and affiliates or if the position is an executive or top management position, no listing is required. Any required listing shall be done concurrently with the use of any other recruitment source or effort.

Positive Outreach Specific to This Affirmative Action Program

Job openings that are not filled internally are posted with Job Central Veterans, Hirevetsfirst.gov, HirePatriots.com, U.S. Army Reserve, the Local job service, RecruitMilitary, Local Veterans Employment Representative (LVER's), Disabled Veterans Outreach Program Representative (DVOP's), and the Veteran's Services department within our local bureau of job family services.

Internal Audit & Reporting System
(41 CFR §§ 60-300.44(h) & 60-741.44(h))

Human resources managers who have been assigned responsibilities under this Affirmative Action Program conduct periodic audits of the implementation of the areas assigned to them to ensure that the provisions of this Affirmative Action Program are carried out. They make appropriate reports to line and senior management for the Business Unit or establishment of this Affirmative Action Program to ensure that any problem areas identified are resolved.

The process is reviewed each year with the completion of the annual Affirmative Action Plan and at the corporate level. All of our personnel practices are reviewed annually and on an on-going basis using a Human Resources Risk Assessment to evaluate the HR practices at our facility, including recruiting, hiring, orientation, training & development, performance reviews, grievance process, documentation maintenance and retention and compliance with policies, procedures and laws to ensure they are non-discriminatory and provide for the proper consideration of the qualifications of workers with disabilities. Our Business Unit and Corporate Office keep us informed of new policies and procedures. If areas for improvement are identified, we then create an action plan and also search for best practices, which can be shared with other facilities

When a job is posted, we review the criteria for the job, and make revisions as needed. We have made changes to degree requirements, job duties, and years of experience to various job postings.

Review of Personnel Practices
(41 CFR §§ 60-300.44(b) & 60-741.44(b))

Managers and supervisors involved in the recruitment, consideration and selection of applicants and candidates for open positions are expected to ensure that consideration is given to known individuals with a disability and covered veterans on the basis of their qualifications for the position in question, not their disability or veteran's status. In addition, in considering employees with regard to any other aspect of employment, managers and supervisors are expected to consider individuals with a disability or covered veterans on the same basis as they consider other individuals. This requirement extends to human resources personnel involved in the process.

In this respect, Cargill will consider only that portion of the military record, including discharge papers, relevant to the specific job qualifications for which the veteran is being considered. Furthermore, Cargill will not reduce the rate of pay of any individual with a disability or covered veteran because the individual receives disability income, pension, or other benefit from any source.

Physical & Mental Qualifications
(41 CFR §§ 60-300.44(c) & 741.44(c))

Cargill will review the physical and mental qualification requirements for its jobs to ensure that the requirements used in making employment-related decisions are job related and consistent with business necessity and the safe performance of the job. Requirements for existing positions will be modified, if appropriate, when there is a change in job content.

Invitation to Self-Identify
(41 CFR §§ 60-300.42 & 60-741.42)

Cargill will, after making an offer of employment to a job applicant and before the applicant begins his/her employment duties, invite the applicant to inform Cargill if he/she believes themselves to be covered by the Act and wishes to benefit under the Affirmative Action Program. Cargill will maintain a separate file consisting of all persons who so self-identify themselves.

Reasonable Accommodation
(41 CFR §§ 60-300.44(d) & 60-741.44(d))

Cargill will reasonably accommodate the physical and mental limitations of its employees and applicants for employment where such accommodation would not impose undue hardship on the conduct of Cargill's business.

Listing of Employment Openings
(41 CFR § 60-300(a))

Cargill will list "all suitable employment openings" which exist at the time of contract execution or those occurring during contract performance with our local state employment service office or with the delivery system of the state job service in the state where the job is to be performed. "All suitable employment openings" include full-time, part-time and temporary jobs of more than 3 days duration, except executive and top management positions, which occur and are filled within the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands. If the opening is to be filled internally, i.e., if no consideration will be given to persons outside of Cargill and its subsidiaries and affiliates or if the position is an executive or top management position, no listing is required. Any required listing shall be done concurrently with the use of any other recruitment source or effort.

Harassment
(41 CFR §§ 60-300.44(e) & 60-741.44(e))

Cargill's policy against harassment can be found on bulletin boards, the Salaried Employee Handbook and on the North American Human Resource Home Page under Employee Relations. It is designed to maintain a work environment free of unlawful discrimination. The policy covers individuals with disabilities and covered veterans, as well as other legally protected individuals, and explains disciplinary consequences of harassment and/or retaliatory actions.

Additionally, employees and applicants will not be subjected to harassment or intimidation for filing a complaint, assisting/participating in an investigation; opposing any unlawful practice; or exercising any other right protected by Section 503 of the Rehabilitation Act of 1973 or 38 USC § 4212. If an employee feels that he or she has suffered from harassment or discrimination connected to disability or covered veteran's status, he or she should report the incident to the business unit, a Human Resources representative or Employee Relations.

Training
(41 CFR §§ 60-300.44(j) & 60-741.44(j))

Cargill will train personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure the effective implementation of Cargill's Affirmative Action Program.



Gregory R. Page
Chairman and
Chief Executive Officer
PO Box 5724
Minneapolis, MN 55440-5724

Date: January 1, 2012

To: Managers, Employees, and Applicants

Re: Equal Employment Opportunity Policy

Cargill is committed to creating and sustaining a diverse and inclusive work environment where all employees are treated with dignity and respect. In support of this commitment, we reaffirm Cargill, Incorporated's long-standing policy of providing equal opportunity in employment to all qualified persons without regard to race/ethnicity, color, religion, national origin, gender, gender identity, gender expression, sexual orientation, age, disability, genetic information, marital status, family status, citizenship status, veteran status, active military status, or union affiliation.

Our equal employment opportunity commitment applies to the personnel practices of recruiting, hiring, training and promotion as well as compensation, benefits, performance appraisal, transfer, layoff, recall from layoff, company-sponsored training and education, and social or recreation programs. These practices will be fairly administered and available to employees in strict accordance with all federal, state, and local laws in the communities where we do business. Our affirmative action program ensures that our commitment to equal employment is effectively implemented at all of Cargill's U.S. locations.

Cargill also has a firm policy against harassment and a policy to investigate all allegations of harassment. It is our policy to maintain a work environment free of unlawful discrimination. Our policies against discrimination and harassment prohibit retaliation or reprisal against anyone for bringing a complaint or participating in an investigation of a complaint. For more information, refer to Cargill's Policy Against Harassment, which can be viewed on facility bulletin boards or on Cargill Connects at <http://internal.cargill.com/sites/Manager/UnitedStates-en/Pages/employee-relations-posters.aspx>.

Peter Vrijzen, Corporate Vice President of Human Resources, is ultimately responsible for ensuring that equal employment opportunity and affirmative action are implemented at Cargill. However, it is managers, supervisors and human resources representatives within the Business Units and functions, who make the individual employment decisions and are expected to develop, support, and achieve our affirmative action plan objectives and to uphold our EEO Policy and our Policy Against Harassment. Since equal opportunity can be provided only when all employees cooperate, any willful or demonstrably negligent violation of these EEO policies will be cause for appropriate disciplinary action.

Inquiries or complaints regarding Equal Employment Opportunity, Affirmative Action, or Cargill's Policy Against Harassment should be directed to your Human Resources representative, or the Employee Relations Department in Minneapolis at (888) 533-3040. Written complaints may be mailed to Cargill Incorporated, P.O. Box 9300, MS #84-3-9320, Minneapolis, MN 55440, or e-mailed to Employeerelations_NAHRsharedservices@cargill.com.

**Cargill, Incorporated
Equal Employment Opportunity
Affirmative Action Program**

Business Unit: Cargill Deicing Technology

Facility: General Office

Location Address: 24950 Country Club Blvd., Ste 450
North Olmsted, OH 44070

Mailing Address: Same

Corporate Identification No.: B-129921

AAP Effective Dates: October 1, 2011 to September 30, 2012

Program Completed by: Jeff Cornute Title: HR Generalist

Corporate Headquarters: Cargill, Incorporated
15407 West McGinty Road
Wayzata, MN 55391

Chairman and Chief Executive Officer: Gregory Page 952/742-6522
Corporate VP Human Resources: Peter Vrijssen 952/742-4070
Platform HR: Sarah Hendricks 952/984-0089

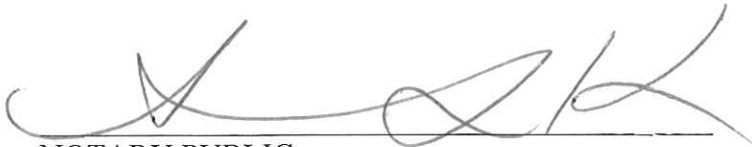
NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Rosemary Schwarz being first duly sworn, deposes and says that
Cargill, Inc. - Deicing
he/she is Customer Solutions Specialist of Technology Business Unit making
the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder
has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person
to put in sham bid, or that such other person shall refrain from bidding and has not in any
manner, directly or indirectly, sought by agreement or collusion, or communication or
conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any
overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any
advantage against any persons interested in the proposed contract; and that all statements
contained in the said proposal or bid are true; and further that such bidder has not, directly or
indirectly submitted this bid; or contents thereof, or divulge information relative thereto to any
association or to any member or agent thereof.


AFFIANT SIGNATURE Rosemary Schwarz

Sworn to and subscribed before me this 20th day of July, 2012


NOTARY PUBLIC

Amanda Knaus
Notary Public
State of Ohio
My commission exp. 04/28/16



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from domal salt deposits in Louisiana by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is stockpiled awaiting distribution as a highway deicing product.

COMPLIANCE:

Bulk Ice Control Salt is not approved for human or animal consumption. It is intended for use only as a chemical deicer on roadways and thoroughfares. This salt complies fully with ASTM Specification D 632-99 Type 1, Grade 1.

ADDITIVES:

Bulk Ice Control Salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

APPLICATIONS:

Bulk Ice Control Salt is intended for use as an ice and snow removal agent on highways and other roadways.

PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by rail or truck.

METHODS OF ANALYSIS:

Methods of analysis and product performance evaluation are taken from the ASTM designations D 632-99 and E 534-98.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	98.7	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	0.4	-
Sulfate (as SO ₄) ¹	%	0.9	-
Water Insolubles ¹	%	0.8	2.0 max.
Acid Insolubles ¹	%	0.1	0.2 max.
Surface Moisture ²	%	0.1	1.0 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	97	95 - 100
4	0.187	4750	55	20 - 90
8	0.0937	2360	35	10 - 60
30	0.0232	600	8	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	69	66 - 72
Grams per Liter	1105	1055 - 1155

Note: Bulk density is reported as loose (uncompacted).

PRODUCING LOCATION:
VARIOUS LOCATIONS ACROSS THE U.S.

No. 5702 Revised May 2007

CARGILL SALT

P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



Material Safety Data Sheet

Note: This MSDS has been compiled as a response to customer requests. It is not required under current OSHA regulations.

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Chemical Product Name	Sodium Chloride (Salt)
Chemical Family	Alkali Metal/Halide
Chemical Name	Sodium Chloride
INCI Name	SODIUM CHLORIDE
INN Name	sodium chloride
Formula	NaCl
Molecular Weight	58.44
Commercial Name	Ice Control Salt
Manufacturer	Emergency Telephone Numbers
Cargill Salt	CHEMTREC (800) 424-9300
P.O. Box 5621	
Minneapolis, MN 55440	

2. COMPOSITION/INFORMATION ON INGREDIENTS

Description
White crystalline solid

Ingredient Name	Exposure Limits	Concentration (%)
CAS Number		
Sodium Chloride 7647-14-5		95.8 - 99.8
Sodium Ferrocyanide Decahydrate 13601-19-9		0.0050 - 0.0100

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

HMIS Health: 1, Flammability: 0, Reactivity: 0, Protective Equipment: A

Potential Health Effects

Route(s) Of Entry: Ingestion, skin/eye contact, inhalation.

Human Effects and Symptoms of Overexposure:

Acute Inhalation: Irritation of the respiratory tract.

Chronic Inhalation: No applicable information found for chronic system effects.

Acute Skin Contact: Large amounts can cause irritation, and, if applied to damaged skin, absorption can occur with effects similar to those via ingestion.

Chronic Skin Contact: No applicable information found for chronic system effects.

Acute Eye Contact: Irritation with burning and tearing (salt concentrations greater than the normal saline present).

Chronic Eye Contact: No applicable information found for chronic systemic effects.

Acute Ingestion: Intake of large amounts has generally occurred for deliberate reasons: suicide, absorption, and to induce vomiting. The following effects were observed; nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage. Less than a few grams would not be harmful. For larger quantities, drink large amounts of water or milk.

Chronic Ingestion: No applicable information found for chronic systemic effects.

Carcinogenicity

NTP: Not listed as carcinogen or mutagen.

IARC: Not listed as carcinogen or mutagen.

OSHA: Not listed as carcinogen or mutagen.

Medical Conditions Aggravated by Exposure: In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

4. **FIRST AID MEASURES**

First Aid for Eyes: For eye contact, flush with water immediately, lifting eyelids occasionally.

First Aid for Skin: Remove clothing from affected area. Wash skin thoroughly. Rinse carefully.

First Aid for Inhalation: If person breathes large quantities, remove to fresh air at once. If breathing stops, apply artificial respiration immediately.

First Aid for Ingestion: Less than a few grams would not be harmful. For larger quantities, drink large amounts of water or milk.

5. **FIRE AND MEASURES**

Flash Point: N/A

Extinguishing Media: N/A. This product is nonflammable.

Special Fire Fighting Procedures: N/A

6. **ACCIDENTAL RELEASE MEASURES**

Spill or Leak Procedures: Contain spills to prevent contamination of water supply or sanitary sewer system. Vacuum or sweep into containers for proper disposal.

7. **HANDLING AND STORAGE**

Storage Temperature (min./max.): Avoid humid or wet conditions as product will cake and become hard.

Special Sensitivity: Avoid contact with strong acids.

Handling and Storage Precautions: Becomes hygroscopic at 75% relative humidity.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Eye Protection Requirements: Eyeglasses or goggles should be worn in dusty areas.

Skin Protection Requirements: Protective clothing may be worn in dusty areas, but is generally not required.

Respiratory/Ventilation Requirements: NIOSH/MSHA approved respirator for particulates.

Exposure Limits: Not listed.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Form: White crystalline solid with slight halogen odor.

Color: White to opaque.

Odor: Halogen odor when heated.

Boiling Point (760mm Hg)(°C): 1465

Melting Point/Freezing Point (°C): 801

pH: 6.7 – 10.0

Solubility in Water (g/cc)(%): 26.4

Specific Gravity (H₂O = 1): 2.16

Bulk Density (lbs./ft³): 35-83

% Volatile by Weight: N/A

Vapor Pressure (mm Hg/747°C): 2.4

Vapor Density (Air=1): N/A

10. REACTIVITY

Stability: Stable

Incompatibilities: Avoid contact with strong acids. Becomes corrosive to metals when wet.

Decomposition Products: May evolve chlorine gas when in contact with strong acids.

11. TOXICOLOGICAL INFORMATION

Description: Not listed.

12. ECOLOGICAL INFORMATION

Ecotoxicity: Not listed.

Environmental Degradation: Not listed.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method: Follow applicable Federal, state, and local regulations.

14. TRANSPORTATION INFORMATION

D.O.T. Shipping Name: Not listed.

Technical Shipping Name: Not listed.

D.O.T. Hazard Class: Not listed.

U.N./N.A. Number: Not listed.

Product Rq (lbs.): N/A

D.O.T. Label: Not listed.

D.O.T. Placard: N/A

Freight Class Bulk: N/A

Freight Class Package: N/A

Product Label: N/A

15. REGULATORY INFORMATION

OSHA Status: Not listed.

TSCA Status: Listed as non-hazardous.

CERCLA Reportable Quantity SARA Title III

Section 302 Extremely Hazardous Substances: Not listed.

Section 311/312 Hazard Categories: Not an OSHA hazardous material.

Section 313 Toxic Chemicals: Not listed.

RCRA Status: Not listed.

EINECS Number: 231-598-3

ENCS Number: 1-236

ECL Serial Number: KE-31387

SWISS Number: G-2580

HMIS Rating: 1 0 0 A

State Regulatory Information

Company Name/Cas Number
N/A

Concentration

State Code

16. OTHER INFORMATION

Reason for Issue: Regulatory compliance.

Prepared By:	Steve Karl
Approved By:	Sarah Hubert
Title:	Technical Director
Approval Date:	February 2012
Supersedes Date:	February 2009
MSDS Number:	NB2

Disclaimer: All statements, technical information and recommendations contained herein are, to the best of our knowledge, reliable and accurate; however, no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable Federal, state and local laws and 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 this Company or others covering any process, composition of matter or use.