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Header 5

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1087735

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: MORTON SALT INC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000020

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Status: Closed

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1087735  
**Solicitation Description:** Roadway Salt - Sodium Chloride 6623C006  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-09-14 13:30	SR 0803 ESR09132200000001318	1

**VENDOR**  
000000167452  
MORTON SALT INC

**Solicitation Number:** CRFQ 0803 DOT2300000020  
**Total Bid:** 0  
**Response Date:** 2022-09-13  
**Response Time:** 12:37:21  
**Comments:**

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

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

Comm Code	Manufacturer	Specification	Model #
46161506			

**Commodity Line Comments:**

**Extended Description:**

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



**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment B - Pricing Pages by Pick-up**

Vendor shall complete ATT B by identifying its storage site locations (physical 911 address) and provide a price per ton for roadway salt to be available for pick-up by WVDOH Agencies. Vendor pricing shall include cost of Vendor loading Agency trucks.

Vendor Storage Site Locations	Pick-up Cost per Ton
Portsmouth, OH	\$85.00
5150 Gallia St.	
Portsmouth, OH 45662	
Clifton Forge, VA	\$95.00
501 W. Ridgeway St.	
Clifton Forge, VA 24422	
Baltimore, MD	\$90.00
181 Marsh St.	
Baltimore, MD 21230	



## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

### 1 Identification

- **Product Identifier**
- **Trade Name:** Rock Salt for De-icing with YPS
- **Relevant identified uses of the substance or mixture and uses advised against:**
- **Product Description:** Sodium Chloride with YPS
- **Details of the Supplier of the Safety Data Sheet:**
- **Manufacturer/Supplier:**  
Detroit Salt Company  
12841 Sanders St.  
Detroit, MI 48217  
313-841-5144  
www.detroitsalt.com  
sales@detroitsalt.com
- **Emergency telephone number:** 313-841-5144

### 2 Hazard(s) Identification

- **Classification of the substance or mixture:** Non-Regulated Material
- **Additional information:**  
Sodium Chloride

Sodium ferrocyanide decahydrate: Concentration is minimal and determined to be insignificant. These minimal concentrations require no reporting.

- **Label elements:**
- **Hazard pictograms:** Non-Regulated Material
- **Signal word:** Non-Regulated Material
- **Hazard statements:** Non-Regulated Material
- **Unknown acute toxicity:**  
This value refers to knowledge of known, established toxicological or ecotoxicological values.  
0 % of the mixture consists of component(s) of unknown toxicity.
- **Classification system:** NFPA/HMIS Definitions: 0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme
- **NFPA ratings (scale 0 - 4)**



Health = 0  
Fire = 0  
Reactivity = 0

- **HMIS-ratings (scale 0 - 4)**



Health = 1  
Fire = 0  
Physical Hazard = 0

- **Hazard(s) not otherwise classified (HNOC):** None known

### 3 Composition/Information on Ingredients

- **Non-hazardous components:**

CAS: 7647-14-5	Sodium Chloride	95.5-99.7%
RTECS: VZ4725000		
CAS: 14434-22-1	Sodium ferrocyanide decahydrate	≈±0.002-0.00834%

- **Chemical characterization: Mixtures**
- **Description:** Mixture of substances listed below with non-hazardous additions.
- **Dangerous Components:** Non-Regulated Material

(Contd. on page 2)



## Safety Data Sheet (SDS)

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Issue date 05/05/2020

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**Trade Name: Rock Salt for De-icing with YPS**

· **Additional information:**

The exact percentages of the ingredients of this mixture are considered to be proprietary and are withheld in accordance with the provisions of paragraph (i) of §1910.1200 of 29 CFR 1910.1200 Trade Secrets.

### 4 First-Aid Measures

· **Description of first aid measures**

· **General information:**

Symptoms of poisoning may occur after exposure to dust, fumes or particulates; seek medical attention if feeling unwell.

· **After inhalation:** Supply fresh air; consult doctor in case of complaints.

· **After skin contact:** If skin irritation occurs, consult a doctor.

· **After eye contact:**

If eye irritation occurs, consult a doctor.

Rinse opened eye for several minutes under running water.

· **After swallowing:**

If swallowed and symptoms occur, consult a doctor.

Rinse out mouth and then drink plenty of water.

· **Information for doctor**

· **Most important symptoms and effects, both acute and delayed:** No further relevant information available.

· **Indication of any immediate medical attention and special treatment needed:**

No further relevant information available.

### 5 Fire-Fighting Measures

· **Extinguishing media**

· **Suitable extinguishing agents:** Use fire fighting measures that suit the environment.

· **For safety reasons unsuitable extinguishing agents:** No further relevant information.

· **Special hazards arising from the substance or mixture:** No further relevant information available.

· **Advice for firefighters**

· **Special protective equipment for firefighters:**

As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

### 6 Accidental Release Measures

· **Personal precautions, protective equipment and emergency procedures:** Not required.

· **Environmental precautions:** No special measures required.

· **Methods and material for containment and cleaning up:**

Dispose of contaminated material as waste according to section 13.

Dispose of the collected material according to regulations.

· **Reference to other sections:**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

· **Protective Action Criteria for Chemicals**

· **PAC-1:**

None of the ingredients are listed.

· **PAC-2:**

None of the ingredients are listed.

· **PAC-3:**

None of the ingredients are listed.

(Contd. on page 3)



## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS**

### 7 Handling and Storage

- **Handling**
- **Precautions for safe handling:** No special precautions are necessary if used correctly.
- **Information about protection against explosions and fires:** No special measures required.
- **Conditions for safe storage, including any incompatibilities**
- **Storage**
- **Requirements to be met by storerooms and receptacles:** No special requirements.
- **Information about storage in one common storage facility:** Not required.
- **Further information about storage conditions:** None.
- **Specific end use(s):** No further relevant information available.

### 8 Exposure Controls/Personal Protection

- **Additional information about design of technical systems:** No further data; see section 7.
- **Control parameters:**
- **Components with occupational exposure limits:**  
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
- **Additional information:** The lists that were valid during the creation of this SDS were used as basis.
- **Exposure controls:**
- **Personal protective equipment**
- **General protective and hygienic measures:**  
Keep away from foodstuffs, beverages and feed.  
Wash hands before breaks and at the end of work.
- **Breathing equipment:** Not required.
- **Protection of hands:** Not required.
- **Material of gloves:** Not applicable.
- **Penetration time of glove material:** Not applicable.
- **Eye protection:** Not required.
- **Limitation and supervision of exposure into the environment:** None

### 9 Physical and Chemical Properties

- **Information on basic physical and chemical properties**
- **General Information**
- **Appearance:**
  - Form: Crystalline
  - Color: Translucent, grey or milky white
- **Odor:** Slight
- **Odor threshold:** Not determined.
- **pH-value:** Not determined.
- **Change in condition**
  - Melting point/Melting range: Not determined.
  - Boiling point/Boiling range:  $\geq 1,461^{\circ}\text{C}$  ( $\geq 34.661^{\circ}\text{F}$ )
- **Flash point:** None
- **Flammability (solid, gaseous):** Not determined.
- **Ignition temperature:** Not applicable

(Contd. on page 4)



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Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS**

- **Decomposition temperature:** Not determined.
- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**
  - Lower:** Not determined.
  - Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density @ 20 °C (68 °F):** 2.165 g/cm<sup>3</sup> (18.0669 lbs/gal)
- **Bulk density:** ≥766.3-≤1,670.4 kg/m<sup>3</sup>
- **Relative density:** Not determined.
- **Vapor density:** Not applicable.
- **Evaporation rate:** Not applicable.
- **Solubility in / Miscibility with:**
  - Water:** Soluble.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
  - Dynamic:** Not applicable.
  - Kinematic:** Not applicable.
- **Solvent content:**
  - VOC content:** 0.00 %
  - Solids content:** 100.0 %
- **Other information:** No further relevant information available.

### 10 Stability and Reactivity

- **Reactivity:** No further relevant information available.
- **Chemical stability:** Product is stable under normal conditions.
- **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
- **Possibility of hazardous reactions:** No dangerous reactions known.
- **Conditions to avoid:**
  - Contact with acids.
  - Moisture
  - Water
- **Incompatible materials:** Strong acids
- **Hazardous decomposition products:** No dangerous decomposition products known.

### \* 11 Toxicological Information

- **Information on toxicological effects:**
- **Acute toxicity:**

**LD/LC50 values that are relevant for classification:****7647-14-5 Sodium Chloride**

Oral	LD50	4,000 mg/kg (Mouse) 3,000 mg/kg (Rat)
Dermal	LD50	>10,000 mg/kg (Rabbit)

(Contd. on page 5)



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OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS****Primary irritant effect:****On the skin:** Not listed as irritant**On the eye:** Not listed as irritant**Additional toxicological information:**

The product shows the following dangers according to internally approved calculation methods for preparations:

**Carcinogenic categories:****IARC (International Agency for Research on Cancer):**

None of the ingredients are listed.

**NTP (National Toxicology Program):**

None of the ingredients are listed.

**OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

### 12 Ecological Information

**Toxicity:****Aquatic toxicity:****7647-14-5 Sodium Chloride**

EC50 340.7-469.2 mg/l (Water flea)

**Persistence and degradability:** No further relevant information available.**Behavior in environmental systems:****Bioaccumulative potential:** No further relevant information available.**Mobility in soil:** No further relevant information available.**Additional ecological information:****General notes:**

Do not allow undiluted product or product that has not been neutralized to reach ground water, water course or sewage system.

**Results of PBT and vPvB assessment:****PBT:** Not applicable.**vPvB:** Not applicable.**Other adverse effects:** No further relevant information available.

### 13 Disposal Considerations

**Waste treatment methods****Recommendation:**

Observe all federal, state and local environmental regulations when disposing of this material.

**Uncleaned packaging****Recommendation:** Disposal must be made according to official regulations.**Recommended cleansing agent:** Water, if necessary with cleansing agents.

### 14 Transport Information

**UN-Number:****DOT, ADR/ADN, IMDG, IATA**

Non-Regulated Material

**UN proper shipping name:****DOT, ADR/ADN, IMDG, IATA**

Non-Regulated Material

(Contd. on page 6)





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Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS**

- **Transport hazard class(es):**
- **DOT, ADR/ADN, ADN, IMDG, IATA**
- **Class:** Non-Regulated Material
- **Packing group:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **Environmental hazards:** Not applicable.
- **Special precautions for user:** Not applicable.
- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
- **UN "Model Regulation":** Non-Regulated Material

### 15 Regulatory Information

- **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
- **SARA (Superfund Amendments and Reauthorization):**

- **Section 355 (extremely hazardous substances):**

None of the ingredients are listed.

- **Section 313 (Specific toxic chemical listings):**

None of the ingredients are listed.

- **TSCA (Toxic Substances Control Act):**

All components have the value ACTIVE.

- **Hazardous Air Pollutants**

None of the ingredients are listed.

- **California Proposition 65:**

- **Chemicals known to cause cancer:**

None of the ingredients are listed.

- **Chemicals known to cause reproductive toxicity for females:**

None of the ingredients are listed.

- **Chemicals known to cause reproductive toxicity for males:**

None of the ingredients are listed.

- **Chemicals known to cause developmental toxicity:**

None of the ingredients are listed.

- **New Jersey Right-to-Know List:**

None of the ingredients are listed.

- **New Jersey Special Hazardous Substance List:**

None of the ingredients are listed.

- **Pennsylvania Right-to-Know List:**

None of the ingredients are listed.

- **Pennsylvania Special Hazardous Substance List:**

None of the ingredients are listed.

- **Carcinogenic categories:**

- **EPA (Environmental Protection Agency):**

None of the ingredients are listed.

- **TLV (Threshold Limit Value established by ACGIH):**

None of the ingredients are listed.

(Cont'd. on page 7)



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Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS**

• **NIOSH-Ca (National Institute for Occupational Safety and Health):**

None of the ingredients are listed.

- **GHS label elements** Non-Regulated Material
- **Hazard pictograms:** Non-Regulated Material
- **Signal word:** Non-Regulated Material
- **Hazard statements:** Non-Regulated Material

• **National regulations:**

None of the ingredients are listed.

- **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

### 16 Other Information

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

- **Date of last revision/ revision number:** 05/05/2020 / 5

• **Abbreviations and acronyms:**

ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road  
ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways  
IMDG: International Maritime Code for Dangerous Goods  
DOT: US Department of Transportation  
IATA: International Air Transport Association  
ACGIH: American Conference of Governmental Industrial Hygienists  
EINECS: European Inventory of Existing Commercial Chemical Substances  
ELINCS: European List of Notified Chemical Substances  
CAS: Chemical Abstracts Service (division of the American Chemical Society)  
NFPA: National Fire Protection Association (USA)  
HMIS: Hazardous Materials Identification System (USA)  
VOC: Volatile Organic Compounds (USA, EU)  
LC50: Lethal concentration, 50 percent  
LD50: Lethal dose, 50 percent  
PBT: Persistent, Bioaccumulative and Toxic  
vPvB: very Persistent and very Bioaccumulative  
NIOSH: National Institute for Occupational Safety and Health  
OSHA: Occupational Safety & Health Administration  
TLV: Threshold Limit Value  
PEL: Permissible Exposure Limit  
REL: Recommended Exposure Limit

- **\* Data compared to the previous version altered.**

SDS created by MSDS Authoring Services [www.msdsauthoring.com](http://www.msdsauthoring.com) +1-877-204-9106





## Safety Data Sheet

### Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

#### 1.1 Product identifier

**Product Name**

- **Safe-T-Salt**

**Synonyms**

- Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

**CAS Number**

- 7647-14-5

**SDS Number/Grade**

- 91006

#### 1.2 Relevant identified uses of the substance or mixture and uses advised against

**Relevant identified use(s)**

- Ice Control

#### 1.3 Details of the supplier of the safety data sheet

**Manufacturer**

- Morton Salt, Inc.  
444 W. Lake St.  
Chicago, IL 60606  
United States

saltinfo@mortonsalt.com

Telephone (General) ● 312-807-2000

#### 1.4 Emergency telephone number

**Manufacturer**

- 312-807-2000

### Section 2: Hazards Identification

#### EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]

According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

#### 2.1 Classification of the substance or mixture

**CLP**

- Not classified

**DSD/DPD**

- Not classified

#### 2.2 Label Elements

**CLP**

**Hazard statements** ● No label element(s) specifically required

**DSD/DPD**

**Risk phrases** ● No label element(s) specifically required

#### 2.3 Other Hazards

**CLP**

- According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

**DSD/DPD**

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

**United States (US)**

According to OSHA 29 CFR 1910.1200 HCS

**2.1 Classification of the substance or mixture**

OSHA HCS 2012

- Not classified

**2.2 Label elements**

OSHA HCS 2012

**Hazard statements** ● No label element(s) specifically required**2.3 Other hazards**

OSHA HCS2012

- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

**Canada**

According to WHMIS

**2.1 Classification of the substance or mixture**

WHMIS

- Not classified

**2.2 Label elements**

WHMIS

- No label element(s) specifically required

**2.3 Other hazards**

WHMIS

- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

**Section 3 - Composition/Information on Ingredients****3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

**3.2 Mixtures**

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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## Section 4 - First Aid Measures

### 4.1 Description of first aid measures

- Inhalation**
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin**
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye**
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion**
- If large quantities are swallowed, call a physician immediately.

### 4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

### 4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician**
- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

## Section 5 - Firefighting Measures

### 5.1 Extinguishing media

- Suitable Extinguishing Media**
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media**
- No data available.

### 5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards**
- No unusual fire or explosion hazards known.
- Hazardous Combustion Products**
- No data available

### 5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus(SCBA).

## Section 6 - Accidental Release Measures

### 6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions**
- Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures**
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

### 6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

## 6.3 Methods and material for containment and cleaning up

### Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

## 6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

## Section 7 - Handling and Storage

### 7.1 Precautions for safe handling

#### Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

### 7.2 Conditions for safe storage, including any incompatibilities

#### Storage

- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

#### Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

### 7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

## Section 8 - Exposure Controls/Personal Protection

### 8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m <sup>3</sup> TWA LMPE-PPT (as CN) <i>as Cyanide compounds</i>	5 mg/m <sup>3</sup> TWA (as CN) <i>as Cyanide compounds</i>
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m <sup>3</sup> Ceiling (as CN) <i>as Cyanide compounds</i>	2 mg/m <sup>3</sup> Peak (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established
	MAKs	Not established	2 mg/m <sup>3</sup> TWA MAK (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established

#### Exposure Control Notations

##### Germany DFG

•Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

### 8.2 Exposure controls

#### Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

#### Personal Protective Equipment

##### Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

##### Eye/Face

- Wear safety glasses.

##### Skin/Body

- Wear appropriate gloves.

#### General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

**Environmental Exposure Controls**

- Follow best practice for site management and disposal of waste.

**Key to abbreviations**

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

## Section 9 - Physical and Chemical Properties

### 9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		
Volatility			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Notflammable.		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

### 9.2 Other Information

- No additional physical and chemical parameters noted.

## Section 10: Stability and Reactivity

### 10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

### 10.2 Chemical stability

- Stable

### 10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

### 10.4 Conditions to avoid

- Incompatible materials.

## 10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

## 10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

## Section 11 - Toxicological Information

### 11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

### Potential Health Effects

#### Inhalation

##### Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

##### Chronic (Delayed)

- No data available.

#### Skin

##### Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

##### Chronic (Delayed)

- No data available.

#### Eye

##### Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

##### Chronic (Delayed)

- No data available.

## Ingestion

### Acute (Immediate)

- Ingestion may cause the following symptoms -diarrhea.

### Chronic (Delayed)

- No data available.

#### Key to abbreviations

LD = Lethal Dose

## Section 12 - Ecological Information

### 12.1 Toxicity

- Material data lacking.

### 12.2 Persistence and degradability

- Material data lacking.

### 12.3 Bioaccumulative potential

- Material data lacking.

### 12.4 Mobility in Soil

- Material data lacking.

### 12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

### 12.6 Other adverse effects

- No studies have been found.

## Section 13 - Disposal Considerations

### 13.1 Waste treatment methods

#### Product waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

#### Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

## Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

### 14.6 Special precautions for user

- None known.

### 14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

- Not relevant.

## Section 15 - Regulatory Information

### 15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	CanadaDSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes

## Australia

### Labor

#### Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

#### Australia - High Volume Industrial Chemicals List

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

#### Australia - List of Designated Hazardous Substances - Classification

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

### Environment

#### Australia - National Pollutant Inventory (NPI) Substance List



• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Australia - Ozone Protection Act - Scheduled Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Australia - Priority Existing Chemical Program**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Canada****Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

**Canada - WHMIS - Ingredient Disclosure List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Environment****Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Europe****Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Mexico****Other****Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Mexico - Regulated Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**United States****Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - OSHA - Specifically Regulated Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**Environment****U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds	(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)	
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 313 - Emission Reporting**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN)2. Chemical Category N106)	
• Sodium chloride	7647-14-5	Not Listed

**U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

**United States -California****Environment****U.S. - California - Proposition 65 - Carcinogens List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - Developmental Toxicity**

• Prussian Blue	14038-43-8	Not Listed
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• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - Reproductive Toxicity - Female**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**U.S. - California - Proposition 65 - Reproductive Toxicity - Male**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**United States - Pennsylvania****Labor****U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		
• Sodium chloride	7647-14-5	Not Listed

**U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

**15.2 Chemical Safety Assessment**

- No Chemical Safety Assessment has been carried out.

**Section 16 - Other Information**

**Last Revision Date**      • 17/Nov/.2017

**Preparation Date**      • 4/Jan/2010

**Disclaimer/Statement of Liability**      • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

**Key to abbreviations**

NDA = No data available



PDS 2387  
06/18  
Rev 1

## PRODUCT INFO SHEET

### Morton® Bulk Safe-T-Salt® Deicing Salt

#### Description

Morton® Bulk Safe-T-Salt® is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt® is treated with a mixture of sodium ferrocyanide, or Yellow Prussiate of Soda (YPS), to impart immediate protection against caking and freezing.

#### Application

Morton® Bulk Safe-T-Salt® may be applied at reduced application rates compared with standard highway deicing salt depending on the weather conditions and the assessment of the operators that are applying the product.

#### Chemical Properties

	Range
<sup>1</sup> Sodium Chloride (%)	≥ 97
Water Insolubles (%)	≤ 4.0
Moisture, Surface (%)	≤ 0.4
Anticaking (as YPS)(mg/kg)	70-100 ppm

<sup>1</sup>ASTM method, moisture-free basis.

#### Physical Properties

##### Appearance

Morton® Bulk Safe-T-Salt® is a free flowing product that is naturally white to grey or tan in color with some dark particles.

#### Sieve Analysis

The actual particle size may vary from Type 1 Grade 1 specifications with handling at production stockpiles and with further handling of bulk salt shipped through distribution centers and stockpiles.

U.S.S. Mesh	Opening Millimeters <sup>1</sup>	Cumulative % Passing <sup>2</sup>
		Range
1/2-in	12.5	100
3/8-in	9.5	95-100
4	4.75	20-90
8	2.36	10-60
30	0.6	0-10

<sup>1</sup>10 millimeters (mm) per centimeter; 25.4 millimeters per inch.

<sup>2</sup>Targeted to meet ASTM and AASHTO screening standards.

#### Material Source

Salar Grande de Tarapacá, Chile (F140010000Z)

#### Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

#### Availability

Morton® Bulk Safe-T-Salt® is available at various locations across North America in truck, barge, or ship load quantities.

*This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.*

Bulk Deicing  
SC: 292-8





PDS 2388  
06/18  
Rev 1

## PRODUCT INFO SHEET

### Morton® Bulk Safe-T-Salt® Deicing Salt

#### Description

Morton® Bulk Safe-T-Salt® is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt® is treated with a mixture of sodium ferrocyanide, or Yellow Prussiate of Soda (YPS), to impart immediate protection and prussian blue (ferric ferrocyanide) to provide long term protection against caking and freezing.

#### Application

Morton® Bulk Safe-T-Salt® may be applied at reduced application rates compared with standard highway deicing salt depending on the weather conditions and the assessment of the operators that are applying the product.

#### Chemical Properties

	Range
<sup>1</sup> Sodium Chloride (%)	≥95.0
Water Insolubles (%)	≤4.0
Moisture, Surface (%)	≤1.5
Anticaking (as YPS)(mg/kg)	80-200 ppm

<sup>1</sup>ASTM method, moisture-free basis.

#### Physical Properties

##### Appearance

Morton® Bulk Safe-T-Salt® is a free flowing product that is blue in color with some dark particles.

#### Sieve Analysis

The actual particle size may vary from Type 1 Grade 1 specifications with handling at production stockpiles and with further handling of bulk salt shipped through distribution centers and stockpiles.

U.S.S. Mesh	Opening Millimeters <sup>1</sup>	Range <sup>3</sup>
		Percent Passing <sup>2</sup>
1/2-in	12.5	100
3/8-in	9.5	95 - 100
4	4.75	20 - 90
8	2.36	10 - 60
30	0.6	0 - 15

<sup>1</sup>10 millimeters (mm) per centimeter; 25.4 millimeters per inch.

<sup>2</sup>Percent (%) Passing, cumulative.

<sup>3</sup>The salt used for Morton® Bulk Safe-T-Salt® meets ASTM and AASHTO standards for Type 1, Grade 1 particle size distribution.

#### Material Source

Weeks Island, LA, USA (F140020000Z)

#### Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

#### Availability

Morton® Bulk Safe-T-Salt® is available at various locations across North America. For more information please contact your Morton® representative.

*This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.*

Bulk Deicing  
SC: 292-5

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one year upon approval. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanawha Blvd. E., Bldg.5  
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

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

(Name, Title) \_\_\_\_\_

(Printed Name and Title) Anthony T. Patton, Director Bulk Deicing US Government Sales

(Address) 444 West Lake St., Suite 3000, Chicago, IL 60606

(Phone Number) / (Fax Number) For ordering: (855)665-4540  
Fax: 312-896-9208

(email address) bids@mortonsalt.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Morton Salt, Inc.

(Company)

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Anthony T. Patton, Director Bulk Deicing US Government Sales

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

855-665-4540 Fax: 312-896-9208

(Phone Number) (Fax Number)

bids@mortonsalt.com

For ordering: BuyRoadSalt@mortonsalt.com

(Email Address)

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 1				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Boone	Clinton @ WV85	1,000.00		
	Rock Creek	2,500.00		
	Seth	750.00		
<b>Boone County Estimated Total</b>		<b>4,250</b>	<b>NO BID</b>	<b>#VALUE!</b>
Clay	Widen Road & CR 11	2,000.00		
	Maysel	100.00		
<b>Clay County Estimated Total</b>		<b>2,100</b>	<b>NO BID</b>	<b>#VALUE!</b>
Kanawha	Chelyan	1,500.00		
	Elkview	2,200.00		
	North Charleston	2,200.00		
	St. Albans	2,500.00		
	I-64 @ Rt. 119 and Penn. Avenue	1,200.00		
	I-77 @ Sissonville	1,100.00		
	I-79 @ Amma	1,100.00		
	Corridor G @ Alum Creek	1,500.00		
<b>Kanawha County Estimated Total</b>		<b>13,300</b>	<b>NO BID</b>	<b>#VALUE!</b>
Mason	Glenwood	500.00		
	Pt. Pleasant @ Fairground Rd.	5,000.00		
	Pt. Pleasant @ Jackson Ave.	-		
<b>Mason County Estimated Total</b>		<b>5,500</b>	<b>\$ 86.49</b>	<b>\$ 475,695.00</b>
Putnam	Red House	500.00		
	Hurricane @ Rt. 34	2,500.00		
	I-64 @ Scary Creek	1,000.00		
<b>Putnam County Estimated Total</b>		<b>4,000</b>	<b>\$ 89.58</b>	<b>\$ 358,320.00</b>
<b>DISTRICT 1 ESTIMATED TOTAL</b>		<b>29,150</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 2				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Cabell	Barboursville / Cabell Co. HQ	3,250		
	Huntington I-64 Section 1	2,450		
	Huntington 31st Bridge	200		
	Huntington 17th St. Bridge	-		
<b>Cabell County Estimated Total</b>		<b>5,900</b>	<b>\$ 85.54</b>	<b>\$ 504,686.00</b>
Lincoln	West Hamlin	2,000		
	Yawkey	1,200		
	Harts	1,100		
<b>Lincoln County Estimated Total</b>		<b>4,300</b>	<b>\$ 90.22</b>	<b>\$ 387,946.00</b>
Logan	Corridor G @ Chapmanville	1,700		
	Wilkinson Substation	2,500		
	Man Substation	50		
	Hickory Lane	-		
<b>Logan County Estimated Total</b>		<b>4,250</b>	<b>\$ 96.84</b>	<b>\$ 411,570.00</b>
Mingo	Corridor G @ Miller's Creek, Bldg #03011	2,050		
	Mingo Cty @ Miller's Creek, Bldg #03025	2,100		
	Gilbert Substation	1,150		
	Mingo 119 South	-		
<b>Mingo County Estimated Total</b>		<b>5,300</b>	<b>\$ 96.54</b>	<b>\$ 511,662.00</b>
Wayne	Pritchard Substation	3,531		
	Wayne County Headquarters	2,700		
	Crum Substation	1,500		
	Heartland Intermodal Gateway	-		
<b>Wayne County Estimated Total</b>		<b>7,731</b>	<b>\$ 87.13</b>	<b>\$ 673,602.03</b>
<b>DISTRICT 2 ESTIMATED TOTAL</b>		<b>27,481</b>		



**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 3				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Calhoun	Millstone	5500		
<b>Calhoun County Estimated Total</b>		<b>5500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Jackson	Ripley / Jackson Co. HQ	2000		
	I-77 @ Medina	1300		
<b>Jackson County Estimated Total</b>		<b>3300</b>	<b>\$ 91.55</b>	<b>\$ 302,115.00</b>
Pleasants	Belmont	1800		
<b>Pleasants County Estimated Total</b>		<b>1800</b>	<b>NO BID</b>	<b>#VALUE!</b>
Ritchie	APD Pennsboro	1900		
	Ellenboro / Harrisville Substation	2500		
	Corridor D @ Nutter Farm	400		
	Smithville Substation	450		
<b>Ritchie County Estimated Total</b>		<b>5250</b>	<b>NO BID</b>	<b>#VALUE!</b>
Roane	Lefthand @ WV 36	400		
	Ambler Ridge Substation @ US 119	100		
	Roane County HQ	1600		
<b>Roane County Estimated Total</b>		<b>2100</b>	<b>\$ 99.81</b>	<b>\$ 209,601.00</b>
Wirt	Harrisville Substation	900		
<b>Wirt County Estimated Total</b>		<b>900</b>	<b>NO BID</b>	<b>#VALUE!</b>
Wood	Parkersburg @ Rt. 95S	5600		
	I-77 @ Parkersburg	4500		
	Corridor D @ Riverhill	2100		
<b>Wood County Estimated Total</b>		<b>12200</b>	<b>\$ 99.18</b>	<b>\$ 1,209,996.00</b>
<b>DISTRICT 3 ESTIMATED TOTAL</b>		<b>31,050</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 4				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Doddridge	Greenwood	200		
	West Union	800		
<b>Doddridge County Estimated Total</b>		<b>1,000</b>	<b>NO BID</b>	<b>#VALUE!</b>
Harrison	Harrison Co. HQ	3500		
	Saltwell	500		
	Lost Creek Substation	1000		
	Tunnel Hill Substation	1500		
<b>Harrison County Estimated Total</b>		<b>6,500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Marion	Marion Co. HQ	1000		
	Mannington Substation	500		
<b>Marion County Estimated Total</b>		<b>1,500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Monongalia	Goshen Rd. Substation	2000		
	Monongalia Co. HQ	3000		
	Pentress Substation	500		
<b>Monongalia County Estimated Total</b>		<b>5,500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Preston	Bruceton Mills Substation	2500		
	Preston Co. HQ	1000		
	Terra Alta Substation	1000		
	Fellowsville Substation	1000		
	Aurora Substation	1000		
	Cooper's Rock Substation	1500		
<b>Preston County Estimated Total</b>		<b>8,000</b>	<b>NO BID</b>	<b>#VALUE!</b>
Taylor	Taylor Co. HQ	1,000		
<b>Taylor County Estimated Total</b>		<b>1,000</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>DISTRICT 4 ESTIMATED TOTAL</b>		<b>23,500</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 5				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Berkeley	Martinsburg Headquarters - 0571 Storage Bldg	1,000		
	Tabler Station - 0502 Storage Bldg	1,000		
	Berkeley County Headquarters	700		
<b>Berkeley County Estimated Total</b>		<b>2,700</b>	<b>\$ 117.69</b>	<b>\$ 317,763.00</b>
Grant	Grant Co. HQ	800		
	Mt. Storm Substation	1,000		
	Corridor H @ Knobley Road	1,600		
<b>Grant County Estimated Total</b>		<b>3,400</b>	<b>NO BID</b>	<b>#VALUE!</b>
Hampshire	Hampshire Co. HQ	800		
	Capon Bridge Substation	400		
	Slanesville	300		
<b>Hampshire County Estimated Total</b>		<b>1,500</b>	<b>\$ 109.51</b>	<b>\$ 164,265.00</b>
Hardy	Hardy Co. HQ	800		
	Baker Substation	800		
<b>Hardy County Estimated Total</b>		<b>1,600</b>	<b>\$ 113.99</b>	<b>\$ 182,384.00</b>
Jefferson	Jefferson County Headquarters - 0519 Storage Bldg	1,500		
	9/340 Expressway Headquarters - 0564 Storage Bldg	1,500		
<b>Jefferson County Estimated Total</b>		<b>3,000</b>	<b>\$ 94.82</b>	<b>\$ 284,460.00</b>
Mineral	Mineral Co. HQ	700		
	Skyline Substation	600		
	Short Gap Substation	300		
	District 5 HQ	100		
<b>Mineral County Estimated Total</b>		<b>1,700</b>	<b>\$ 115.35</b>	<b>\$ 196,095.00</b>
Morgan	Morgan Co. HQ	800		
	Largent Substation	300		
<b>Morgan County Estimated Total</b>		<b>1,100</b>	<b>\$ 117.69</b>	<b>\$ 129,459.00</b>
<b>DISTRICT 5 ESTIMATED TOTAL</b>		<b>15,000</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 6				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Brooke	Brooke County HQ	1800		
	US 22 Substation	1800		
<b>Brooke County Estimated Total</b>		<b>3,600</b>	<b>NO BID</b>	<b>#VALUE!</b>
Hancock	Hancock County HQ	2800		
<b>Hancock County Estimated Total</b>		<b>2,800</b>	<b>NO BID</b>	<b>#VALUE!</b>
Marshall	Marshall Co. HQ	2900		
	Lynn Camp Substation	700		
	Cameron Substation	1550		
	Sand Hill Substation	650		
<b>Marshall County Estimated Total</b>		<b>5,800</b>	<b>NO BID</b>	<b>#VALUE!</b>
Ohio	Ohio Co. HQ	4000		
	I-70 Interstate HQ	3600		
<b>Ohio County Estimated Total</b>		<b>7,600</b>	<b>NO BID</b>	<b>#VALUE!</b>
Tyler	Tyler Co. HQ	1100		
	Centerville Substation	800		
<b>Tyler County Estimated Total</b>		<b>1,900</b>	<b>NO BID</b>	<b>#VALUE!</b>
Wetzel	Wetzel Co. HQ	1100		
	Pine Grove Substation	700		
	Hundred Substation	900		
<b>Wetzel County Estimated Total</b>		<b>2,700</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>DISTRICT 6 ESTIMATED TOTAL</b>		<b>24,400</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 7				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Barbour	Barbour Co. HQ (000111)	1,800		
	Belington Substation (000113)	1,400		
<b>Barbour County Estimated Total</b>		<b>3,200</b>	<b>NO BID</b>	<b>#VALUE!</b>
Braxton	Braxton County HQ (000444)	800		
	Heaters Substation (000431)	600		
	Coon Knob Substation (000405)	1,400		
	Burnsville Substation (000432)	1,400		
<b>Braxton County Estimated Total</b>		<b>4,200</b>	<b>NO BID</b>	<b>#VALUE!</b>
Gilmer	Gilmer County HQ (001110)	1,000		
<b>Gilmer County Estimated Total</b>		<b>1,000</b>	<b>NO BID</b>	<b>#VALUE!</b>
Lewis	Lewis County HQ (002108)	1,200		
	APD (Weston Mudlick) (002187)	1,000		
<b>Lewis County Estimated Total</b>		<b>2,200</b>	<b>NO BID</b>	<b>#VALUE!</b>
Upshur	Clow Lot/Upshur County HQ (004912)	2,400		
	Tennerton/Upshur County SubHQ (004903)	100		
	Kanawha Head	800		
<b>Upshur County Estimated Total</b>		<b>3,300</b>	<b>NO BID</b>	<b>#VALUE!</b>
Webster	Cherry Falls	500		
	RT 20/Cowen Substation (005110)	100		
	Webster County HQ @ Bolair	1000		
	Hacker Valley Substation (005120)	500		
<b>Webster County Estimated Total</b>		<b>2,100</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>DISTRICT 7 ESTIMATED TOTAL</b>		<b>16,000</b>		

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 8				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Pendleton	Franklin, 220 North	600		
	Judy Gap Substation	500		
	Brandywine Stockpile	400		
	Onego Stockpile	400		
	Franklin Rt. 220 South Lot	350		
<b>Pendleton County Estimated Total</b>		<b>2,250</b>	<b>\$ 101.45</b>	<b>\$ 228,262.50</b>
Pocahontas	Pocahontas County HQ	800		
	Seebert Stockpile	600		
	Green Bank Substation	500		
	Bartow Lot	600		
	Snowshoe Stockpile	100		
	Slaty Fork Stockpile	450		
<b>Pocahontas County Estimated Total</b>		<b>3,050</b>	<b>\$ 99.34</b>	<b>\$ 302,987.00</b>
Randolph	Randolph Co. HQ	900		
	Harman Substation	800		
	Coalton Substation	750		
	Valley Head Substation	600		
	Mill Creek Substation	650		
	Pickens Substation	350		
	Corridor H	900		
<b>Randolph County Estimated Total</b>		<b>4,950</b>	<b>NO BID</b>	<b>#VALUE!</b>
Tucker	Tucker Co. HQ	800		
	Thomas Substation	600		
	Corrido H - Thomas	900		
<b>Tucker County Estimated Total</b>		<b>2,300</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>DISTRICT 8 TOTAL</b>		<b>12,550</b>		

6621C062

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.  
**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 9				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Fayette	Oak Hill APD	5700		
	Lookout Substation	0		
	Falls View Substation	0		
<b>Fayette County Estimated Total</b>		<b>5700</b>	<b>\$ 103.54</b>	<b>\$ 590,178.00</b>
Greenbrier	Greenbrier Co. HQ	1500		
	Crawley Substation	2100		
	Hart's Run Substation	1300		
<b>Greenbrier County Estimated Total</b>		<b>4900</b>	<b>\$ 114.34</b>	<b>\$ 560,266.00</b>
Monroe	Monroe Co. HQ	1000		
	Peterstown Substation	700		
<b>Monroe County Estimated Total</b>		<b>1700</b>	<b>\$ 114.65</b>	<b>\$ 194,905.00</b>
Nicholas	Nicholas Co. HQ	3000		
	Curtin Substation	2000		
	Corridor L/Muddlety Substation	3000		
<b>Nicholas County Estimated Total</b>		<b>8000</b>	<b>\$ 106.15</b>	<b>\$ 849,200.00</b>
Summers	Summers Co. HQ	1400		
<b>Summers County Estimated Total</b>		<b>1400</b>	<b>\$ 115.29</b>	<b>\$ 161,406.00</b>
<b>DISTRICT 8 TOTAL</b>		<b>21,700</b>		

6621C062

**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

DISTRICT 10				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
McDowell	McDowell County HQ	2,000		
	Yukon Substation	300		
	Johnny Cake Substation	500		
	Raysal	500		
<b>McDowell County Estimated Total</b>		<b>3,300</b>	<b>NO BID</b>	<b>#VALUE!</b>
Mercer	Mercer County HQ	2,600		
	Flat Top Substation	300		
	I-77 near Princeton	2,600		
<b>Mercer County Estimated Total</b>		<b>5,500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Raleigh	Raleigh County HQ	8,000		
	Bolt Substation	100		
	Bragg Substation	5,000		
<b>Raleigh County Estimated Total</b>		<b>13,100</b>	<b>NO BID</b>	<b>#VALUE!</b>
Wyoming	Wyoming County HQ	3,000		
	Still Run Substation	1,000		
	Hanover Outpost	100		
<b>Wyoming County Estimated Total</b>		<b>4,100</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>DISTRICT 10 ESTIMATED TOTAL</b>		<b>26,000</b>		

6621C062



**ROADWAY SALT - SODIUM CHLORIDE**  
**Attachment A - Pricing Pages by Delivery**

Vendor shall complete ATT A by providing a unit price per ton for any or all Counties listed.

**The Extended Price amount for each County will autofill upon Vendor entry of its Price Per Ton.** The price that populates in the Extended Price cells will be a result of the County's estimated tonnage multiplied by the Vendor's Price Per Ton bid entry.

Vendor Name Morton Salt, Inc.

WV PARKWAYS AUTHORITY				
County	Delivery Site Location	Estimated Tonnage	Price per Ton	Extended Price
Kanawha	Chelyan Maintenance	3,000		
	Standard Maintenance	2,900		
<b>Kanawha County Estimated Total</b>		<b>5,900</b>	<b>NO BID</b>	<b>#VALUE!</b>
Mercer	Princeton Maintenance	1,500		
<b>Mercer County Estimated Total</b>		<b>1,500</b>	<b>NO BID</b>	<b>#VALUE!</b>
Raleigh	Beckley Maintenance	6,700		
	Ghent Maintenance	4,100		
<b>Raleigh County Estimated Total</b>		<b>10,800</b>	<b>NO BID</b>	<b>#VALUE!</b>
<b>WV PARKWAYS ESTIMATED TOTAL</b>		<b>18,200</b>		



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

State of West Virginia  
Centralized Request for Quote  
Highways

Proc Folder: 1087735

Doc Description: Roadway Salt - Sodium Chloride 6623C006

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-29	2022-09-14 13:30	CRFQ 0803 DOT2300000020	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Morton Salt, Inc.

Address : 444

Street : West Lake Street, Suite 3000

City : Chicago

State : IL

Country : USA

Zip : 60606

Principal Contact : Anthony T. Patton, Director Bulk Deicing US Government Sales

Vendor Contact Phone: 312-807-2496

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor  
Signature X

FEIN# 27-3146174

DATE 09/13/2022

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



**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority to establish an open-end contract for roadway salt, as needed and on a continuing basis, for use in snow removal and ice control throughout the state of West Virginia for delivery of materials by Vendor, FOB. to Agency storage locations per county as well as Agency pick up from Vendor storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City WV  
US

No City WV  
US

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

Comm Code	Manufacturer	Specification	Model #
46161506			

**Extended Description:**

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

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

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-09-06

	Document Phase	Document Description	Page 3
DOT2300000020	Final	Roadway Salt - Sodium Chloride 6623C006	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one year upon approval. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;



☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.



**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.



☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanawha Blvd. E., Bldg.5  
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.



**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.



**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent.

Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.



**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

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



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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022



products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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

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

(Name, Title) \_\_\_\_\_

(Printed Name and Title) Anthony T. Patton, Director Bulk Deicing US Government Sales

(Address) 444 West Lake St., Suite 3000, Chicago, IL 60606

(Phone Number) / (Fax Number) For ordering: (855)665-4540 Fax: 312-896-9208

(email address) bids@mortonsalt.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Morton Salt, Inc.

(Company) \_\_\_\_\_

  
(Authorized Signature) (Representative Name, Title) \_\_\_\_\_

Anthony T. Patton, Director Bulk Deicing US Government Sales

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

855-665-4540 Fax: 312-896-9208

(Phone Number) (Fax Number) \_\_\_\_\_

bids@mortonsalt.com

For ordering: BuyRoadSalt@mortonsalt.com

(Email Address) \_\_\_\_\_



REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority to establish an open-end contract for roadway salt, as needed and on a continuing basis, for use in snow removal and ice control throughout the state of West Virginia for delivery of materials by Vendor, FOB. to Agency storage locations per county as well as Agency pick up from Vendor storage sites. All responsible Vendors will be awarded a contract based on low-bid unit price per location.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“ADO” or Agency “Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  - 2.2 **“AASHTO”** – The American Association of State Highway and Transportation Officials is a standard body which publishes specifications, tests protocols, and guidelines that are used in highway design and construction throughout the United States. Reference: [www.transportation.org](http://www.transportation.org)
  - 2.3 **“ASTM International” and “ASTM”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services, formerly known as the American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org)
  - 2.4 **“Above the Guaranteed Delivery Total”** – salt ordered in excess of 120% of the Vendor’s guaranteed delivery total awarded.
  - 2.5 **“Attachment A,” “Pricing Pages by Delivery,” and “ATT A”** – interchangeable terms referring to the schedule of prices attached hereto as **Attachment A** (“ATT A”) upon which Vendor should list its pricing for the delivery of Contract Items.
  - 2.6 **“Attachment B,” “Pricing Pages by Agency Pick Up” and “ATT B”** – interchangeable terms referring to the schedule of prices attached hereto as **Attachment B** (ATT B) upon which Vendor should list its storage site locations and pricing for WVDOH Agency pick up of roadway salt from Vendor storage site locations.
  - 2.7 **“Contract Item(s)”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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- 2.8 “Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded contract items through this contract.
- 2.9 “Emergency Requests”**- requests for Contract Items to be fulfilled without delay, owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
- 2.10 “FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.11 “Free-flowing”** – easy continuous natural progression movement without stoppage.
- 2.12 “Guaranteed Acceptance Total”** - the Agency guarantees to accept 80% of the Vendor’s collective awarded salt-tonnage total (all WV counties) if delivered within the guaranteed delivery period.
- 2.13 “Guaranteed Delivery Period”** - the timeframe or date that salt delivery is due, as specified herein and/or on the ordering Agency’s Delivery Order during SRIC season, non-SRIC season, and/or identified emergencies.
- 2.14 “Guaranteed Delivery Total”** - the Vendor guarantees delivery of 120% of its collective awarded salt-tonnage (all WV counties) total, if delivered within the guaranteed delivery period.
- 2.15 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 7.9.1 of these Specifications.
- 2.16 “MSDS” and “Material Safety Data Sheets”** – detailed informational documents provided by manufacturers outlining the physical and chemical properties of a product, potential physical and health hazards, and procedures for safe handling.
- 2.17 “MP”** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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- 2.18 **“OSHA”** - Occupational Safety and Health Administration. Reference: [www.osha.gov](http://www.osha.gov).
- 2.19 **“Solicitation”** – The official notice of an opportunity to supply the State with goods or services.
- 2.20 **“Sodium Chloride,” “Rock Salt,” and “Roadway Salt”** – the natural mined mineral used for de-icing roadways.
- 2.21 **“SRIC”** – Snow Removal and Ice Control.
- 2.22 **“Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.23 **“USFWS”** - The United States Fish and Wildlife Services: [www.fws.gov/](http://www.fws.gov/).
- 2.24 **“WVDOH” or “Agency”**– the West Virginia Division of Highways.
- 2.25 **“WV Parkways Authority,” “Parkways,” and “Agency”** – the West Virginia Parkways Authority.

**3. GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 204, 636, and 715.2, as amended.

A hard copy of the current Standard Specs may be purchased by using the **Attachment C (ATT C) Standard Specifications Order Form**. The completed form should be submitted by email to [DOTSpecifications@wv.gov](mailto:DOTSpecifications@wv.gov) or mailed to:

West Virginia Division of Highways  
Technical Support Division  
1334 Smith Street  
Charleston, West Virginia 25301

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

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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**3.2 Documentation to be Included with the Bid:** Vendors should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page (within General Terms and Conditions)
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page (Section 9.4 of these Specifications)
- Valid Certificate of Insurance; and
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

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

**3.3.1 Sodium Chloride:** Shall conform to the requirements of the most current version of ASTM D632 and ASTM E534, as amended. Vendor shall provide MSDS information to the WV Purchasing Division prior to award of a contract.

**3.3.2 Anti-Clumping Material:** If an anti-clumping agent will potentially be applied to salt for either delivery or pick up, the Vendor shall provide the MSDS information prior to award of a contract.

**3.4 Sampling and Testing:** Prior to award of this contract, the Vendor shall provide its proposed source of supply to the WVDOH, along with the supplier's certification of quality and gradation. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH Materials Control, Soils and Testing Division  
190 Dry Branch Road  
Charleston, WV 25306  
Phone: 304-558-3175

The WVDOH may conduct sampling and testing at any time throughout the term of this contract to verify material quality and/or gradation.

**3.4.1 Moisture Content:** All material shall be covered in transit. Moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534,

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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as amended, at any time during the delivery. Upon visual inspection by the Agency/WVDOH District Manager or designee, any supplied sodium chloride that does not appear to meet ASTM E534 (such as material being saturated/free flowing with water) will be sampled and tested by the WVDOH. Three samples, one each from the top, middle and bottom of the load, will be pulled by Agency personnel, witnessed, and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and will be notified of test results within seven (7) business days of completion testing. Upon testing and with each delivery, the supplier shall be responsible for the weight of water in excess of 2.0%, by deducting the excess amount from the price. Price adjustment shall be calculated as follows:

**\*EXAMPLE:** For a delivery of 75 tons at \$45.00/ton, if the moisture content is found to be 3.5% (1.5% greater than 2.0%), the formula shall be:

- 75 tons multiplied by \$45.00 to equal \$3,375.00 price.
- \$3,375.00 multiplied by .0150 to equal \$50.63, total price adjustment.
- \$3,375.00 minus \$50.63 to equal \$3,324.37, total adjusted price.

**3.4.2 Unacceptable Material:** Per visual observation, if salt is deemed unsatisfactory or not compliant with ASTM E534, at the discretion of the Agency/WVDOH District Manager or designee, the Agency reserves the right to accept or reject delivery and exercise the price adjustment formula.

If the supplier disputes the test results, they must file a complaint with the Agency/WVDOH Operations Division Director for review and final decision within seven (7) business days of notification of the test results to the supplier.

**3.4.2.1** Delivery of salt deemed by the Agency as unacceptable such as large unusable chunks, loads mixed with foreign material (i.e., dark colored contaminants, charcoal, cinders, or debris) will be rejected immediately. Salt that does not meet the above specified conditions at the time of the delivery will not be accepted by the Agency. Any rejected deliveries will be removed by the Vendor at no cost to the Agency.

**3.4.3 Emergency Requests:** Emergency requests, as ordered by a WVDOH District Engineer or their designee, shall be initiated within forty-eight (48) hours from when the Delivery Order is received by Vendor. The determination of an emergency request will be in accordance with Section 2.9 of this Solicitation and shall be prominently noted on Delivery Order.



REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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- 4. PANDEMIC-RESPONSE SAFETY PROTOCOLS:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agencies with a purchase price per ton on Roadway Salt. A Contract shall be awarded to all qualified Vendors who provide Contract Items that meet the required specifications of this Contract.
- 5.1 Pricing Pages (ATT A and ATT B):** Vendor shall complete the Pricing Pages by placing a bid for any or all locations. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities on Pricing Pages by Delivery, ATT A, and Pricing Pages by Pick Up, ATT B. Making any such changes to the format or failure to complete ATT A and ATT B in their entirety may result in the disqualification of Vendor's bid. Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov).
- 5.1.1 Pricing Pages by Delivery (ATT A):** Vendor shall provide its pricing for the delivery of roadway salt, FOB, to Agency storage locations as listed on the ATT A spreadsheet.
- 5.1.2 Pricing Pages by Agency Pick Up (ATT B):** Vendor shall complete ATT B by providing its pricing for the pick up of roadway salt by an Agency from a Vendor's storage location, as listed on ATT B. Vendor pricing shall include loading of WVDOH Agency vehicles by Vendor.
- 5.1.3** Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award. Submitting Pricing Pages other than those provided with this solicitation, as described in Section 5.1, shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.
- 5.2 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

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

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it must include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 6.2 Delivery Order:** WVDOH will initiate a Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee and should be completed on a WV-39 Blanket Release Order and an ADO entered into wvOASIS. The order should detail the amount of Roadway Salt needed, the location of need, and a due date for delivery, which shall become the agreed upon delivery date. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to Delivery Order under this contract are not acceptable as a Delivery Order.
- 6.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

**7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 7.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five (5) days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

Upon Vendor's acceptance, WVDOH should submit an ADO in wvOASIS and provide the Vendor with the ADO number for their reference.

- 7.2 Delivery:** Vendor shall deliver all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Vendor is not authorized to deliver, nor is the Agency authorized to receive materials prior to the issuance of a Delivery Order. As directed on its Delivery Order, Vendor shall commence and fulfill orders to the Agency location(s) in increments and within the time frame specified on its Delivery Order.

In the event that the Agency sends Vendor a "bulk seasonal order" whereby the Agency is anticipating multiple, successive deliveries, the Vendor shall commence deliveries spread out over the date-span specified by the Agency and make successive deliveries until the Order is filled. Vendor shall communicate in writing to the ordering Agency, any issues or potential disruption in delivery(s). The Agency shall have the option of accepting or refusing any alternative delivery schedule proposed by the Vendor. Any delayed or failed delivery portion shall be subject to failed delivery damages, as defined in Section 7.9

- 7.2.1 Guaranteed Delivery:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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**7.2.1.1 Delivery Order Schedule:** For Delivery Orders issued to the awarded Vendor from the contract's effective date, delivery shall commence immediately and be due within ten (10) calendar days of the Delivery Order date, unless otherwise directed by the Agency. The first day will be considered 12:01 AM, the morning (business day) following the Delivery Order date. An initial delivery must be made by the established initial delivery date and the remainder of the order filled with successive loads as specified by the Agency on the Delivery Order.

**7.2.1.2 Emergency Delivery Orders Schedule:** Per Section 2.9, emergency situations stemming from inclement weather requiring the immediate delivery of salt, upon the Vendor's receipt of the Agency's Delivery Order denoting "Emergency," the Order shall be treated as a priority and fulfilled by the Vendor without delay and as indicated by the Agency on the Delivery Order. Emergency Deliveries declared as such the Agency District Engineer/designee, shall be paid at a rate of 105% of the Vendor's awarded price

**7.3 Agency Acceptance Guarantee and Vendor Delivery Guarantee:** The Agency guarantees acceptance of 80% of estimated quantity awarded statewide to the Vendor. The Vendor shall guarantee delivery of up to 120% of the statewide estimated quantity awarded. All Agency Delivery Orders shall be issued, and all Vendor deliveries shall be completed prior to the contract's expiration and as identified on the Agency's Delivery Orders. To clarify, the "guarantee" shall apply to statewide (all counties) total tonnage awarded to the Vendor, and *not* the individual totals per District, County, and/or Agency Delivery/Storage Location Site.

**\*EXAMPLE:** If statewide total (of all counties in all Districts, all Agencies) awarded to the Vendor is 43,000 tons, the guaranteed Total shall be calculated as follows:

- 43,000 multiplied by 80% = Agency's Guaranteed Acceptance of 34,400 tons
- 43,000 multiplied by 120% = Vendor's Guaranteed Delivery of 51,600 tons

**7.4 Orders Beyond 120% of Vendor's Statewide Guaranteed Delivery:** Contingent upon weather conditions, the Agency reserves the right to purchase additional quantities of salt above 120% of the Vendor's awarded statewide guaranteed delivery total.

**7.4.1 Pricing for Orders Beyond 120%:** In the event that the Agency wishes to purchase Salt in excess of the 120% of the Vendor's statewide guaranteed delivery total, the Agency shall pay the Vendor at a rate of 110% of the Vendor's bid price for purchases and the Vendor shall guarantee completed

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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delivery of such orders no later than 10 calendar days of the Delivery Order date, unless otherwise specified by the Agency on its Delivery Order.

- 7.5 Shipment Adjustments:** The Agency cannot determine nor predict the amount of snow and/or ice in one area compared to another area. As dictated by weather conditions and/or the needs of the Agency, the Agency reserves the right to direct the Vendor to alter the shipment totals between storage locations despite how they were estimated and awarded to the Vendor.
- 7.6 Vendor's to Report Agency Orders** At the point that the Vendor determines that it has received orders amounting to 80% of the estimated statewide totals, the Vendor shall notify the WVDOT Operations Division via email at [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) and provide reports to the Agency with the Vendor's quantities ordered and delivered statewide, broken down by ordering location (Section 9.3 also applies).
- 7.7 Vendor Shall Not Place Shipments On Hold:** In the event that total ordered from a particular District, location, or Agency exceeds 120% of the estimated total for a given District or any singular location, the Vendor shall not place any Delivery Orders on hold nor suspend any shipments if the entire total ordered has not reached 120% of the Vendors statewide awarded total, as per Section 7.4.
- 7.8 Original Delivery Tickets** for each delivered load to the Agency delivery/ storage location sites shall be provided with each delivery, and must be signed and retained by an Agency representative at the delivery/storage location site.
- 7.9 Failed Delivery and Risk of Loss:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor no later than 36 hours prior to the date from the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOT's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOT scheduled due dates may be determined by the WVDOT at its sole discretion as harmful to the Agency and as such, shall result in WVDOT's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.9.1 Liquidated Damages:** If the vendor's delivery of goods/services or corrections thereto exceeds the Delivery Order completion due date or timeframe, the Vendor shall agree that no extension of contract time will be

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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

**Table 108.7.1**  
**Schedule of Liquidated Damages**

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

- 7.10 Return of Unacceptable Items:** The decision of the WVDOT District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that Items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.11 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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**8. VENDOR DEFAULT:**

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
  - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Aimee Wilson  
**Telephone Number:** 313-488-1910  
**Fax Number:** 312-896-9208  
**Email Address:** awilson3@mortonsalt.com

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



# State of West Virginia



## Certificate

*I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that*

**MORTON SALT, INC.**

a corporation formed under the laws of Delaware filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on August 04, 2010.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

## CERTIFICATE OF AUTHORIZATION

**Validation ID:8WV0X\_7XMEH**



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
February 02, 2022*

*Mac Warner*

*Secretary of State*

## CERTIFICATION

The undersigned, being the Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 7/12/2022



Brad Bacon  
Secretary  
Morton Salt, Inc.



## EXHIBIT A

### DELEGATION OF AUTHORITY

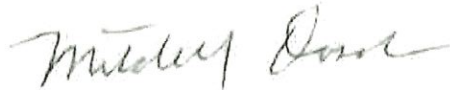
TO: Anthony Patton  
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:



Mitchell Dascher  
President, Highway & Chemical  
Morton Salt, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2023

DATE (MM/DD/YYYY)

9/9/2022

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

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

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1492667 Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago IL 60606	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> HDI Specialty Insurance Company	<b>NAIC #</b> 16131
	<b>INSURER B:</b> American Zurich Insurance Company	40142
	<b>INSURER C:</b> Zurich American Insurance Company	16535
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES** **CERTIFICATE NUMBER:** 17822612 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	GLCD5717701S	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 6221209 09	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6221212 09 (AOS) WC 6221213 09 (Retro) EWS 6221214 08 (OH Excess)	4/30/2022 4/30/2022 4/30/2022	4/30/2023 4/30/2023 4/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
RE: Roadway Salt-Sodium Chloride. State of West Virginia is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

<b>17822612</b> State of West Virginia 1900 Kanawha Blvd. E., Bldg. 5 Charleston WV 25305	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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