

# NOTICE

Please note this bid from CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT for the solicitation CRFQ DOT2400000103 was received at the Purchasing Division office prior to the established bid-opening date and time on July 9, 2024, but did not load properly at the public bid opening due to the vendor, CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT, submitting their electronic response under a vendor/customer record discontinued by the wvOASIS agency. Vendors should be aware that electronic responses to online solicitations should be submitted under a vendor/customer record designated as “Active” in the wvOASIS system for their business entity. This response has since been loaded and is now posted.



Greg Clay

Assistant Purchasing Director



Estep, John W <john.w.estep@wv.gov>

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**RE: FW: wvOASIS SR failed to submit notification for 2024-07-09 13:37:31**

1 message

**Lisa Comer** <lisa.comer@wvoasis.gov>

Tue, Jul 9, 2024 at 2:37 PM

To: "Estep, John W" <john.w.estep@wv.gov>

Cc: Finance Team <FinanceTeam@wvoasis.gov>

Thanks, John. The override has been applied. The SR is now Final. Please note the same error will likely present again on potential subsequent documents. If the vendor status needs changed from Discontinued, we will need to work with Vendor Admin.

Thank you,

**Lisa Comer**

Finance Team

WV Enterprise Resource Planning Board

Phone: 304-935-0487

Email: FinanceTeam@wvOASIS.gov

Web: wvOASIS.gov

wvOASIS

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**From:** Estep, John W <john.w.estep@wv.gov>

**Sent:** Tuesday, July 9, 2024 2:24 PM

**To:** Lisa Comer <lisa.comer@wvoasis.gov>

**Subject:** Re: FW: wvOASIS SR failed to submit notification for 2024-07-09 13:37:31

Thanks Lisa

You can apply the override please

On Tue, Jul 9, 2024 at 1:53 PM Lisa Comer <lisa.comer@wvoasis.gov> wrote:

John,

SR ESR06272400000008126 failed to submit to Final in Financials when synced from VSS. Note the response was submitted successfully in VSS, however, it failed to submit on the Financial side due to the vendor's *Active* status of "**Discontinued**" on VCUST. The vendor did not respond using the headquarter account of 000000183942. The response was submitted using vendor account 000000183941.

The related Solicitation is: CRFQ DOT2400000103

Please advise if you want us to apply the required override to submit the SR to Final. Please note the SR will not load to the EV document unless it is submitted to Final.

Thank you,

**Lisa Comer**

Finance Team

WV Enterprise Resource Planning Board

Phone: 304-935-0487

Email: FinanceTeam@wvOASIS.gov

Web: wvOASIS.gov

**wvOASIS**

**From:** notifications@wvoasis.gov <notifications@wvoasis.gov>  
**Sent:** Tuesday, July 9, 2024 1:38 PM  
**To:** Finance Team <FinanceTeam@wvoasis.gov>  
**Subject:** wvOASIS SR failed to submit notification for 2024-07-09 13:37:31

All,

This email is for notification purposes only. An ESR has failed to submit on the most recent VSS\_SYNC\_CYCLE.

**CAUTION:** This email originated from outside the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

[List View](#)
[General Information](#) [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1437544

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000183941

SO Doc ID: DOT2400000103

Legal Name: CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT

Published Date: 6/14/24

Alias/DBA:

Close Date: 7/9/24

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/09/2024

Status: Closed

Response Time: 12:55

Solicitation Description: Sodium Chloride - Roadway Salt 6624C091

Responded By User ID: CargillDeicing

Total of Header Attachments: 2

First Name: Deseree

Total of All Attachments: 2

Last Name: Caver

Email: salt\_customer@careroadsaf

Phone: 800-600-7258



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:** 1437544  
**Solicitation Description:** Sodium Chloride - Roadway Salt 6624C091  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-07-09 13:30	SR 0803 ESR06272400000008126	1

**VENDOR**  
000000183941  
CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT

**Solicitation Number:** CRFQ 0803 DOT2400000103  
**Total Bid:** 0  
**Response Date:** 2024-07-09  
**Response Time:** 12:55:24  
**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 - DELIVERY	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

**Commodity Line Comments:** see attached pricing page

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

**Commodity Line Comments:** see attached pricing page

**Extended Description:**

PICK-UP of sodium chloride by a WVDOH Agency from a Vendor's source site.

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



**ROADWAY SALT - SODIUM CHLORIDE**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 1 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 1</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Boone</i>	Clinton @ WV85	875	
	Rock Creek	1,200	
	Seth	875	
<b><i>Boone County Total Estimated</i></b>		<b>2,950</b>	<b>\$99.42</b>
<i>Clay</i>	Widen Road & CR 11	2,000	
	Maysel	100	
<b><i>Clay County Total Estimated</i></b>		<b>2,100</b>	<b>\$98.97</b>
<i>Kanawha</i>	Chelyan	1,750	
	Elkview	875	
	North Charleston	2,100	
	St. Albans	2,000	
	I-64 @ Rt. 119 and Penn. Avenue	1,750	
	I-77 @ Sissonville	1,400	
	I-79 @ Amma	1,400	
	Corridor G @ Alum Creek	1,400	
<b><i>Kanawha County Total Estimated</i></b>		<b>12,675</b>	<b>\$94.82</b>
<i>Mason</i>	Glenwood	875	
	Pt. Pleasant @ Fairground Rd.	2,000	
	Pt. Pleasant @ Jackson Ave.	0	
<b><i>Mason County Total Estimated</i></b>		<b>2,875</b>	<b>\$89.04</b>
<i>Putnam</i>	Red House	500	
	Hurricane @ Rt. 34	1,400	
	I-64 @ Scary Creek	2,000	
<b><i>Putnam County Total Estimated</i></b>		<b>3,900</b>	<b>\$88.91</b>
<b>DISTRICT 1 TOTAL</b>		<b>24,500</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 2 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 2</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Cabell</i>	Barboursville / Cabell Co. HQ	2,950	
	Huntington I-64 Section 1	1,450	
	Huntington 31st Bridge	0	
	Huntington 17th St. Bridge	0	
<b><i>Cabell County Total</i></b>		<b>4,400</b>	<b>\$84.13</b>
<i>Lincoln</i>	West Hamlin	2,050	
	Yawkey	800	
	Harts	950	
<b><i>Lincoln County Total</i></b>		<b>3,800</b>	<b>\$88.24</b>
<i>Logan</i>	Corridor G @ Chapmanville	1,700	
	Wilkinson Substation	1,250	
	Man Substation	400	
	Hickory Lane	1,000	
<b><i>Logan County Total</i></b>		<b>4,350</b>	<b>\$94.51</b>
<i>Mingo</i>	Corridor G @ Miller's Creek, Bldg #03011	600	
	Mingo Cty @ Miller's Creek, Bldg #03025	1,150	
	Gilbert Substation	500	
	Mingo 119 South	0	
<b><i>Mingo County Total</i></b>		<b>2,250</b>	<b>\$96.05</b>
<i>Wayne</i>	Pritchard Substation	2,000	
	Wayne County Headquarters	1,650	
	Crum Substation	650	
	Heartland Intermodal Gateway	0	
<b><i>Wayne County Total</i></b>		<b>4,300</b>	<b>\$85.82</b>
<b>DISTRICT 2 TOTAL</b>		<b>19,100</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 3 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

DISTRICT 3			
County	Delivery Site Location	Estimated Quantity	Vendor Bid Price (cost per ton)
Calhoun	Millstone	2,000	
Calhoun County Total		2,000	\$86.23
Jackson	Ripley / Jackson Co. HQ	1,700	
	I-77 @ Medina	1,050	
Jackson County Total		2,750	\$102.75
Pleasants	Belmont	1,450	
Pleasants County Total		1,450	\$87.63
Ritchie	APD Pennsboro	500	
	Ellenboro / Harrisville Substation	2,300	
	Corridor D @ Nutter Farm	350	
	Smithville Substation	300	
Ritchie County Total		3,450	\$84.60
Roane	Lefthand @ WV 36	350	
	Ambler Ridge Substation @ US 119	250	
	Roane County HQ	1,150	
Roane County Total		1,750	\$85.88
Wirt	Elizabeth Substation	950	
Wirt County Total		950	\$89.00
Wood	Parkersburg @ Rt. 95S	2,650	
	I-77 @ Parkersburg	100	
	Corridor D @ Riverhill	100	
Wood County Total		2,850	\$91.79
DISTRICT 3 TOTAL		15,200	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 4 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 4</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Doddridge</i>	West Union	1,000	
<b><i>Doddridge County Total</i></b>		<b><i>1,000</i></b>	<b><i>\$81.04</i></b>
<i>Harrison</i>	Harrison Co. HQ	5,000	
	Saltwell	500	
	Lost Creek Substation	1,000	
	Tunnel Hill Substation	1,000	
<b><i>Harrison County Total</i></b>		<b><i>7,500</i></b>	<b><i>\$80.34</i></b>
<i>Marion</i>	Marion Co. HQ	1,500	
	Mannington Substation	1,000	
<b><i>Marion County Total</i></b>		<b><i>2,500</i></b>	<b><i>\$90.51</i></b>
<i>Monongalia</i>	Goshen Rd. Substation	1,500	
	Monongalia Co. HQ	4,000	
	Pentress Substation	500	
<b><i>Monongalia County Total</i></b>		<b><i>6,000</i></b>	<b><i>\$86.86</i></b>
<i>Preston</i>	Bruceton Mills Substation	2,000	
	Preston Co. HQ	1,000	
	Terra Alta Substation	1,000	
	Fellowsville Substation	1,000	
	Aurora Substation	1,000	
	Cooper's Rock Substation	1,500	
<b><i>Preston County Total</i></b>		<b><i>7,500</i></b>	<b><i>\$87.62</i></b>
<i>Taylor</i>	Taylor Co. HQ	1,200	
<b><i>Taylor County Total</i></b>		<b><i>1,200</i></b>	<b><i>\$90.49</i></b>
<b>DISTRICT 4 TOTAL</b>		<b>25,700</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 5 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 5</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Berkeley</i>	Martinsburg Headquarters - 0571 Storage Bldg	800	
	Tabler Station - 0502 Storage Bldg	500	
	Berkeley County Headquarters	800	
<b><i>Berkeley County Total</i></b>		<b>2,100</b>	<b>\$86.49</b>
<i>Grant</i>	Grant Co. HQ	100	
	Mt. Storm Substation	800	
	Corridor H @ Knobley Road	800	
<b><i>Grant County Total</i></b>		<b>1,700</b>	<b>\$96.01</b>
<i>Hampshire</i>	Hampshire Co. HQ	500	
	Capon Bridge Substation	400	
	Slanesville	300	
<b><i>Hampshire County Total</i></b>		<b>1,200</b>	<b>\$99.87</b>
<i>Hardy</i>	Hardy Co. HQ	600	
	Baker Substation	600	
<b><i>Hardy County Total</i></b>		<b>1,200</b>	<b>\$120.15</b>
<i>Jefferson</i>	Jefferson County Headquarters - 0519 Storage Bldg	900	
	9/340 Expressway Headquarters - 0564 Storage Bldg	900	
<b><i>Jefferson County Estimated Total</i></b>		<b>1,800</b>	<b>\$85.74</b>
<i>Mineral</i>	Mineral Co. HQ	500	
	Skyline Substation	400	
	Short Gap Substation	300	
	District 5 HQ	100	
<b><i>Mineral County Total</i></b>		<b>1,300</b>	<b>\$106.31</b>
<i>Morgan</i>	Morgan Co. HQ	500	
	Largent Substation	200	
<b><i>Morgan County Total</i></b>		<b>700</b>	<b>\$93.87</b>
<b>DISTRICT 5 TOTAL</b>		<b>10,000</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 6 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 6</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Brooke</i>	Brooke County HQ	1,200	
	US 22 Substation	1,200	
<b>Brooke County Total</b>		<b>2,400</b>	<b>\$92.86</b>
<i>Hancock</i>	Hancock County HQ	1,800	
<b>Hancock County Total</b>		<b>1,800</b>	<b>\$96.67</b>
<i>Marshall</i>	Marshall Co. HQ	2,500	
	Lynn Camp Substation	600	
	Cameron Substation	1,200	
	Sand Hill Substation	600	
<b>Marshall County Total</b>		<b>4,900</b>	<b>\$99.54</b>
<i>Ohio</i>	Ohio Co. HQ	1,800	
	I-70 Interstate HQ	3,000	
<b>Ohio County Total</b>		<b>4,800</b>	<b>\$93.42</b>
<i>Tyler</i>	Tyler Co. HQ	1,000	
	Centerville Substation	750	
<b>Tyler County Total</b>		<b>1,750</b>	<b>\$83.15</b>
<i>Wetzel</i>	Wetzel Co. HQ	1,000	
	Pine Grove Substation	650	
	Hundred Substation	850	
<b>Wetzel County Total</b>		<b>2,500</b>	<b>\$84.36</b>
<b>DISTRICT 6 TOTAL</b>		<b>18,150</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 7 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 7</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Barbour</i>	Barbour Co. HQ (000111)	0	
	Barbour Co HQ-Shaw Field	500	
	Belington Substation (000113)	500	
<b>Barbour County Total</b>		<b>1,000</b>	<b>\$85.33</b>
<i>Braxton</i>	Braxton County HQ (000444)	700	
	Heaters Substation (000431)	500	
	Coon Knob Substation (000405)	1100	
	Burnsville Substation (000432)	1300	
<b>Braxton County Total</b>		<b>3,600</b>	<b>\$84.24</b>
<i>Gilmer</i>	Gilmer County HQ (001110)	600	
<b>Gilmer County Total</b>		<b>600</b>	<b>\$86.65</b>
<i>Lewis</i>	Lewis County HQ (002108)	1100	
	APD (Weston Mudlick) (002187)	800	
<b>Lewis County Total</b>		<b>1,900</b>	<b>\$87.45</b>
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)	2300	
	Tennerton/Upshur County Sub HQ (004903)	100	
	Kanawha Head	500	
<b>Upshur County Total</b>		<b>2,900</b>	<b>\$85.54</b>
<i>Webster</i>	Cherry Falls	400	
	RT 20/Cowen Substation (005110)		
	Webster County HQ @ Bolair	500	
	Hacker Valley Substation (005120)	100	
<b>Webster County Total</b>		<b>1,000</b>	<b>\$97.02</b>
<b>DISTRICT 7 TOTAL</b>		<b>11,000</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 8 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 8</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Pendleton</i>	Franklin, 220 North	400	
	Judy Gap Substation	350	
	Brandywine Stockpile	200	
	Sugar Grove Substation	150	
	Onego Stockpile	300	
	Franklin Rt. 220 South Lot	200	
<b><i>Pendleton County Total</i></b>		<b>1,600</b>	<b>\$98.43</b>
<i>Pocahontas</i>	Pocahontas County HQ	700	
	Seebert Stockpile	500	
	Green Bank Substation	400	
	Bartow Lot	400	
	Snowshoe Stockpile	100	
	Slaty Fork Stockpile	350	
<b><i>Pocahontas County Total</i></b>		<b>2,450</b>	<b>\$97.19</b>
<i>Randolph</i>	Randolph Co. HQ	600	
	Harman Substation	450	
	Coalton Substation	600	
	Alpena Saltshed	400	
	Valley Head Substation	550	
	Mill Creek Substation	500	
	Pickens Substation	250	
	Corridor H	1000	
<b><i>Randolph County Total</i></b>		<b>4,350</b>	<b>\$95.46</b>
<i>Tucker</i>	Tucker Co. HQ	600	
	Thomas Substation	600	
	Corridor H - Thomas	1000	
<b><i>Tucker County Total</i></b>		<b>2,200</b>	<b>\$91.12</b>
<b>DISTRICT 8 TOTAL</b>		<b>10,600</b>	



**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 9 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery site locations listed below.

Vendor Name: Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 9</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>Fayette</i>	Oak Hill APD	5,600	
	Lookout Substation	0	
	Falls View Substation	600	
<b><i>Fayette County Estimated Total</i></b>		<b>6,200</b>	<b>\$95.12</b>
<i>Greenbrier</i>	Greenbrier Co. HQ	1,800	
	Crawley Substation	3,500	
	Hart's Run Substation	700	
<b><i>Greenbrier County Estimated Total</i></b>		<b>6,000</b>	<b>\$105.62</b>
<i>Monroe</i>	Monroe Co. HQ	1,000	
	Peterstown Substation	500	
<b><i>Monroe County Estimated Total</i></b>		<b>1,500</b>	<b>\$115.65</b>
<i>Nicholas</i>	Nicholas Co. HQ	2,000	
	Curtin Substation	900	
	Fenwick	900	
	Corridor L/Muddlety Substation	3,500	
<b><i>Nicholas County Estimated Total</i></b>		<b>7,300</b>	<b>\$90.16</b>
<i>Summers</i>	Summers Co. HQ	1,600	
<b><i>Summers County Estimated Total</i></b>		<b>1,600</b>	<b>\$109.75</b>
<b>DISTRICT 9 TOTAL</b>		<b>22,600</b>	

**ROADWAY SALT - SODIUM CHLORIDE 6624C091**  
**CRQM DOT24\*86 Attachment A Pricing Pages**  
**District 10 - Delivery**

Vendor shall complete ATT A by providing a price per ton for the delivery of roadway salt to any or all Counties listed. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities. Exhibit A - "WVDOH Delivery Site Information" contains detailed location and contact information for delivery site locations listed below.

**Vendor Name:** Cargill, Incorporated-Salt, Road Safety

<b>DISTRICT 10</b>			
<b>County</b>	<b>Delivery Site Location</b>	<b>Estimated Quantity</b>	<b>Vendor Bid Price (cost per ton)</b>
<i>McDowell</i>	McDowell County HQ	1,800	
	Yukon Substation	250	
	Johnny Cake Substation	450	
	Raysal	450	
<b>McDowell County Estimated Total</b>		<b>2,950</b>	<b>\$127.74</b>
<i>Mercer</i>	Mercer County HQ	2,350	
	Flat Top Substation	250	
	I-77 near Princeton	2,350	
<b>Mercer County Estimated Total</b>		<b>4,950</b>	<b>\$112.27</b>
<i>Raleigh</i>	Raleigh County HQ	7,200	
	Bolt Substation	100	
	Bragg Substation	4,500	
	Coalfields Expressway	3,500	
<b>Raleigh County Estimated Total</b>		<b>15,300</b>	<b>\$108.74</b>
<i>Wyoming</i>	Wyoming County HQ	2,700	
	Still Run Substation	900	
	Hanover Outpost	100	
<b>Wyoming County Estimated Total</b>		<b>3,700</b>	<b>\$115.62</b>
<b>DISTRICT 10 TOTAL</b>		<b>26,900</b>	

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

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

Vendor Storage Site Locations	Vendor Bid Price (cost per ton)
Rt 33 West, 3105 Harrison Ave, Elkins, WV 26241	<b>\$100.00</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: 1437544

Doc Description: Sodium Chloride - Roadway Salt 6624C091

Reason for Modification:

Proc Type: Central Master Agreement

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

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000183941

Vendor Name : Cargill, Incorporated-Salt, Road Safety

Address : 24950

Street : Country Club Blvd., Suite 450

City : North Olmsted

State : Ohio

Country : United States

Zip : 44070

Principal Contact : Deseree Caver

Vendor Contact Phone: 800-600-7258

Extension:

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
Signature X

FEIN# 41-0176680

DATE 6/27/2024

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 to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of sodium chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

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

Comm Code	Manufacturer	Specification	Model #
46161506			

**Extended Description:**

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
46161506			

**Extended Description:**  
PICK-UP of sodium chloride by a WVDOH Agency from a Vendor's source site.

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

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2024-06-28

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

#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Bid Delivery Address and Fax Number:**

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

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

**VENDOR NAME:**

**BUYER:**

JOHN ESTEP

**SOLICITATION NO.:**

CRFQ 0803 DOT2400000103

**BID OPENING DATE:**

July 9, 2024

**BID OPENING TIME:**

1:30 PM

**FAX NUMBER:**

304-558-3970

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of sodium chloride from its storage sites.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“ADO” or “Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  - 2.2 **“ASTM International” and “ASTM”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Reference: [www.astm.org](http://www.astm.org)
  - 2.3 **“ATT A,” “Attachment A,” or “Pricing Pages,”** – interchangeable terms referring to the schedule of Pricing Pages attached hereto as Attachment A (“ATT A”) upon which Vendor should list its pricing for the delivery of sodium chloride to designated WVDOH locations or for pick-up from Vendor storage locations.
  - 2.4 **“Contract Item” or “Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
  - 2.5 **“Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded Contract Items through this contract.
  - 2.6 **“Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.
  - 2.7 **“F.O.B.” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
  - 2.8 **“Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the

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

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contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.

- 2.9 “MP”** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference:  
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.10 “SDS” and “Safety Data Sheets”** – detailed informational documents provided by manufacturers outlining the physical and chemical properties of a product, potential physical and health hazards, and procedures for safe handling
- 2.11 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.12 “Sodium Chloride,” or “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.
- 2.13 “Standard Specs”** – refers to the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.14 “WVDOH” or “Agency”**– means the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

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

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

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

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

**3.2.1 Sodium Chloride:** Vendor provided sodium chloride shall conform to the requirements of ASTM D632 and testing requirements of ASTM E534.

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

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

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

**3.2.2 Sampling and Testing:** Acceptance of material shall be based on MCS&T approval of Vendor provided SDS and certified analysis results. MCS&T may conduct sampling and testing at any time throughout the term of this contract to verify the quality and/or gradation of Vendor provided sodium chloride. Sampling and testing inquiries should be directed to:

WVDOH Materials Control, Soils and Testing Division  
190 Dry Branch Drive  
Charleston, WV 25306  
Phone: 304-558-3160  
Attn: Environmental and Coatings Section

**3.2.3 Moisture Content:** Delivered material shall be covered in transit and moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534, as amended, at any time during the delivery. Upon visual inspection by the Agency, a WVDOH District Manager, or their designee, sodium chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOH. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from the delivered material by Agency personnel, witnessed, and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and test results within seven (7) business days of test completion. Upon testing, the supplier shall be responsible for moisture content in excess of 2.0% per delivery and shall deduct the excess weight from the price.



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

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For example: If a delivery of 75 tons costs \$45.00/ton and the moisture content is found to be 3.5%, the adjusted weight will be calculated as follows:

- $3.5\% - 2.0\% = 1.5\%$  (*percentage in excess of 2.0%*)
- $75 \text{ tons} \times \$45.00 = \$3,375.00$  (*original delivery cost*)
- $\$3,375.00 \times 1.5\% = \$50.63$  (*1.5% of the original delivery cost*)
- $\$3,375.00 - \$50.63 = \$3,324.37$  (*total adjusted price*)

**3.2.4 Unacceptable Material:** Upon visual observation and, at the discretion of the WVDOH District Engineer or designee, if sodium chloride provided by Vendor is deemed unsatisfactory or not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 or reject the delivery.

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

**3.2.4.2** The decision of the WVDOH District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended. Rejected material shall be removed immediately by the Vendor at no cost to the Agency and arrangements shall be made with the ordering Agency to replace the rejected order amount within five (5) business days of its notice of unacceptable material. Vendor shall not charge a restocking fee if returned materials are in resalable condition.

**4. CONTRACT AWARD:** This Contract is intended to provide Agencies with a purchase price per ton for roadway salt. A Contract shall be awarded to all qualified Vendors providing the lowest bid for delivery per County and whose material meets the requirements set forth in these specifications. A WVDOH District/County map is provided as Exhibit 2 ("EXH 2").

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

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

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

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- 4.1.2 Vendor may provide supplier/storage site location(s) and per ton pricing on ATT A for Agency pick-up of roadway salt. Vendor shall include the loading of material into Agency vehicles in its bid pricing.
- 4.1.3 Vendor should type or electronically enter the information into the Pricing Page spreadsheets to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Page spreadsheets for bid purposes by sending an email request to: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)
- 4.1.4 Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award. Submitting Pricing Pages other than those provided with this solicitation shall result in the disqualification of Vendor's bid.
- 4.2 **Cooperative Contracting:** Purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

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

- 5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 **Agency Delivery Orders ("ADO"):** District personnel must issue an ADO from wvOASIS for specific quantities of material and detailing the delivery site or pick up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The Agency is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.
- 5.2.1 **Emergency Requests:** Emergency requests received from an Agency shall be initiated within two (2) business days of receipt by Vendor. The

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determination of an emergency request will be in accordance with Section 2.6 of this Solicitation and will be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

**5.2.1.1** Emergency requests shall be treated as a priority and fulfilled by Vendor without delay. Emergency orders shall be paid at a rate of 105% of the Vendor's awarded price.

**5.2.2 Extended Delivery Orders:** The WVDOT may submit an ADO to Vendor for multiple, successive deliveries of sodium chloride over a series of dates, as designated on the ADO. The Agency shall prominently note "Extended Delivery Order" on associated ADOs and monitor order fulfillment. Vendor shall communicate in writing any issues or potential disruption in the shipment of an extended delivery order.

**5.2.2.1** The ordering Agency guarantees acceptance of the total extended order amount, per the delivery dates designated on the ADO.

**5.2.2.2** Upon acceptance of an extended delivery order, Vendor guarantees fulfillment of the order to its completion, per the delivery dates designated on the ADO.

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

**5.3 Deliveries:** Vendor shall deliver standard orders within 10 business days and emergency orders within two (2) business days after orders are received and accepted by Vendor, unless otherwise directed by the Agency. If the entire order cannot be delivered as indicated on the ADO, an initial delivery must be made by the date indicated on the ADO and arrangements for successive deliveries of the remaining amount must be made with the ordering Agency.

**5.3.1** Vendor shall ship all orders in accordance with these specifications and shall not hold orders until a minimum quantity is met.

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

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

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

**5.4 Purchase Guarantee:** The WVDOT shall guarantee the purchase of 60% of the total tonnage awarded statewide to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated total amounts to 43,000 tons, the WVDOT guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

**5.5 Supply Guarantee:** Vendor shall guarantee availability of 120% of the total tonnage awarded estimated quantity for WVDOT delivery and/or pick-up. The Supply Guarantee shall apply to the statewide total tonnage awarded to Vendor, not individual estimated totals per District, County, or Agency delivery site locations. For example, if a Vendor's statewide estimated quantity amounts to 43,000 tons, Vendor guarantees the availability of 51,600 tons for WVDOT purchase throughout the term of the contract.

**5.5.1 Orders Beyond 120%:** The Agency reserves the right to place orders that exceed a Vendor's 120% Supply Guarantee. Orders placed in excess of a Vendor's 120% Supply Guarantee shall be paid at a rate of 110% of the Vendor's awarded price.

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

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

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

**6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:**

**6.1 Order Acceptance and Written Verification of Receipt:** Upon receipt of a standard or extended delivery ADO, the Vendor shall advise the WVDOT in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs

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and any revisions/modifications thereto sent by the WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/revisions within five (5) days of a standard order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

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

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

**6.2 Payment:** Upon completion of an order, as indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

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

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

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reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1  
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

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

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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

**Contract Manager:** Deseree Caver  
**Telephone Number:** 800-600-7258  
**Fax Number:** 952-367-0655  
**Email Address:** salt\_customercareroadsafety@cargill.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.

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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



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

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of 1 (one) year from the effective date. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to zero (0) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

☐ **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.

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Deseree Caver/Customer Care Representative  
(Address) 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070  
(Phone Number) / (Fax Number) 800-600-7258/952-367-0655  
(email address) salt\_customercareroadsafety@cargill.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Cargill, Incorporated-Salt, Road Safety

(Company)

(Signature of Authorized Representative)

Deseree Caver  
Deseree Caver/Customer Care Representative

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

800-600-7258/952-367-0655 6/27/2024

(Phone Number) (Fax Number)

salt\_customercareroadsafety@cargill.com

(Email Address)

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [ethics.wv.gov](http://ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Name of Contracting Business Entity:** Cargill, Incorporated-Salt, Road Safety

**Address:** 24950 Country Club Blvd., Suite 450, North Olmsted, OH

**Name of Authorized Agent:** Deseree Caver **Address:** 24950 Country Club Blvd., Suite 450, North Olmsted, OH

**Contract Number:** CRFQ 0803 DOT2400000103 **Contract Description:** Roadway Salt-Sodium Chloride

**Governmental agency awarding contract:** West Virginia Department of Administration

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

River Lift Trucking  
BWC  
Alcon Trucking

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☒ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

Signature: Deseree Caver Date Signed: 7/9/2024

**Notary Verification**

State of Ohio, County of Cuyahoga:

I, Deseree Caver, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9th day of July, 2024.

MALINDA SUE URRIAN  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires May 19, 2029

Malinda Urrian

Notary Public's Signature

**To be completed by State Agency:**

Date Received by state agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**POWER OF ATTORNEY**

**Cargill, Incorporated – Salt, Road Safety**

Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), and having its home office in the City of Wayzata, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Jim Anderson  
Rhiannah Antrum  
Libby Boccarosse  
Jessica Bouman  
Heather Campbell  
Celeste Castaneda  
Deseree Caver  
Sara Cope  
Adam Donegan  
Katelyn Duché  
Hailey Elson  
Chris Gampfer  
Nadine Gilbert

Shalece Holcomb  
Tatyana Huhn  
Brittney Ingold  
Cindy Jasso  
Tom Juhasz  
Aaron Keeney  
Amanda Knaus  
Jake Knighton  
Denise A. Koch  
Eric Koester  
Brittany Kwasny  
Sarah Liederbach  
Anthony McAfee

Raven Mitchell  
Chris Morr  
Cara Morrison  
Nora Mouqqadim  
Justen Ollendick  
Alyssa Pender  
Angele Peterson  
Katelyn Rumpf  
Christine M. Rupert  
Anna Sarley  
Robyn Siverd  
Malinda Urian  
George Varga

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 10th day of June, 2024.

Cargill, Incorporated

DocuSigned by:



DocuSigned by:

Christine Rupert

By:

2CA11F3A20554B8...

Christine Rupert, Vice President, Cargill Salt

DocuSigned by:



DocuSigned by:

Matthew R. Wright

Attest:

9C1B5207F4864E1...

Matthew R. Wright, Assistant Corporate Secretary



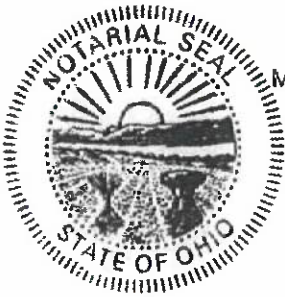
STATE OF OHIO

) ss

COUNTY OF CUYAHOGA

On, June 27, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Deseree Caver known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

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



MALINDA SUE URIAN  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
May 29, 2029

Malinda Urian  
Notary Public

PAGE ONE		EVIDENCE OF CASUALTY INSURANCE					POLICY YEAR 06/01/24-06/01/25													
<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 801 Marquette Avenue Suite 1800 Minneapolis, MN 55402				THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DOCUMENT HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																
				INSURERS AFFORDING COVERAGE																
PHONE NO. 612-333-3323		FAX NO. 612-373-7270		INSURER A:	Old Republic Insurance Company															
<b>INSURED</b>  CARGILL, INCORPORATED, ITS SUBSIDIARIES, AND BUSINESSES PO BOX 5612, MS-12 MINNEAPOLIS, MN 55440-5612				INSURER B:																
				INSURER C:																
				INSURER D:																
				INSURER E:																
				INSURER F:																
COVERAGES																				
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 DOCUMENT MAY BE DISPENSED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																				
INSR LTR	ADD L INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A		GENERAL LIABILITY	MWZY31361924	06/01/24	06/01/25	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$15,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Each occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$15,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$50,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$50,000,000</td></tr> </table>			EACH OCCURRENCE	\$15,000,000	DAMAGE TO RENTED PREMISES (Each occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$15,000,000	GENERAL AGGREGATE	\$50,000,000	PRODUCTS-COMP/OP AGG	\$50,000,000
		EACH OCCURRENCE							\$15,000,000											
		DAMAGE TO RENTED PREMISES (Each occurrence)							\$1,000,000											
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PRODUCTS-COMP/OP AGG	\$50,000,000																			
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A		AUTOMOBILE LIABILITY	MWTB31362124	06/01/24	06/01/25	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Each Accident)</td><td>\$15,000,000</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td></td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per Accident)</td><td></td></tr> </table>			COMBINED SINGLE LIMIT (Each Accident)	\$15,000,000	BODILY INJURY (Per Person)		BODILY INJURY (Per Accident)		PROPERTY DAMAGE (Per Accident)					
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A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC31362024	06/01/24	06/01/25	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$15,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$15,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$15,000,000</td></tr> </table>			<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$15,000,000	E.L. DISEASE - EA EMPLOYEE		\$15,000,000	E.L. DISEASE - POLICY LIMIT		\$15,000,000
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISION BELOW																				
OTHER																				
A		EXCESS WORKERS COMPENSATION	MWXS31361824 (OH, USLH)	06/01/24	06/01/25	Statutory Excess \$1,000,000 SIR														
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				AUTHORIZED SIGNATURE  																

The Named Insured under the General Liability and Automobile Liability policies includes Cargill, Incorporated and any subsidiary, affiliate, or business where Cargill, Incorporated (Cargill) owns an interest of more than 50% or exercises active management control.

A Partial Listing of U.S. Subsidiaries and Businesses insured by the General and Automobile Liability policies includes (but is not limited to):

Cargill AgHorizons  
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)  
Cargill BioIndustrials  
Cargill Case Ready  
Cargill Cocoa and Chocolate Inc.  
Cargill Corn Milling North America  
Cargill Dry Corn Ingredients, Inc.  
Cargill Financial Services Corporation  
Cargill Food Distribution  
Cargill Global Edible Oils Solutions  
Cargill Grain and Oilseed Supply Chain North America  
Cargill, Incorporated – Salt, Road Safety  
Cargill, Incorporated dba Truvia Company LLC  
Cargill Kitchen Solutions, Inc.  
Cargill Meat Logistics Solutions, Inc.  
Cargill Meat Solutions Corporation  
Cargill Beef  
Cargill Salt  
Cargill Specialty Seeds & Oils  
Cargill Texturizing Solutions  
Cargill Turkey Production, LLC  
Cargill Value Added Protein  
Cargill Turkey & Cooked Meats  
D V Technologies, LLC  
Diamond V Mills, LLC  
Eddyville Chlor-Alkali LLC  
Embria Health Sciences, L.L.C.  
EWOS U.S.A., Inc.  
G & M Stevedoring Co., Inc.  
Owensboro Grain Holding Company  
Provimi North America, Inc.  
Pro Pet  
Toshoku America, Inc.

PLEASE NOTE: Cargill Inc. and certain U.S. subsidiaries are self-insured for Workers' Compensation under the Federal Longshore and Harbor Workers' Compensation Act. Cargill and certain U.S. subsidiaries are self-insured for Workers' Compensation through the Department of Labor in the State of Ohio. Policy number MWXS31361824 provides Workers' Compensation coverage excess of the authorized self-insured limit in jurisdictions where Cargill or a Cargill subsidiary is self-insured. Cargill operations in North Dakota, Washington and Wyoming are insured for Workers' Compensation under the monopolistic state fund of each state. The Workers' Compensation policy listed on the preceding page insures Cargill and non-self-insured U.S. subsidiaries in the remaining states where Cargill has operations or employees.

- Under the General Liability policy, Additional Insured—Vendors (CG 20 15) Any Vendor of the Named Insured Where Required by Written Contract, provided such contract was executed prior to the date of loss.
- Under the General Liability policy, Additional Insured status for persons or organizations, other than vendors, is provided under ISO Additional Insured endorsements, if required in a written contract with the Named Insured as described above, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by any Named Insured's acts or omissions or the acts or omissions of those acting on any Named Insured's behalf in the performance of any Named Insured's ongoing operations, or in connection with any Named Insured's completed operations, equipment leased to any Named Insured.
- Under the General Liability policy, Additional Insured - Managers or Lessors of Premises (CG 20 11) is provided if required in a written contract with the Named insured as described above prior to the date of loss
- Under the Automobile Liability policies, Additional Insured status is provided if required in a written contract with the Named Insured as described above.
- Under the General Liability, Automobile Liability and Workers Compensation policies, a Waiver of Subrogation is provided if required in a written contract with the Named Insured as described above.
- Contractual Liability (tort liability assumed in an "insured contract") is included under the Commercial General Liability and Automobile Liability policies.



## Certificate

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

**CARGILL, INCORPORATED**

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 September 30, 1966.

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:2WV14\_6WGMG



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

*July 05, 2024*

*Mac Warner*

*Secretary of State*



## Laboratory Analysis Report

Report To: LIBBY BOCCAROSSE  
CARGILL - DEICING TECHNOLOGIES  
191 PORTLAND POINT RD PO BOX B  
LANSING, NY 14882

Phone: (607) 533-3766 Copy:

e-mail: libby\_boccarosse@cargill.com

Date Received: 03/08/2024

Collection Date/Time: 03/08/2024 0:00

Lab/Sample Number: 2404664-01

Sample Location: CLEVELAND MINES UNTREATED SALT

Date Printed: 03/21/2024 14:18

Collector's Name:

Transported By: FEDEX

Temp C Received at Lab:

### Field Measurements

pH: Total Chlorine mg/L: DO mg/L:  
Temp C: Free Chlorine mg/L: Flow g/min:

Analyte	Result	Units	MRL	MDL	MCL	Analyzed	Analyst	Method	Notes
<b>Inorganics</b>									
Water Insolubles	0.310	%	0.002	0.002		3/20/24 11:00	EH	ASTM E 534	
% Moisture	0.03	%	0.1	0.1		3/21/24 12:53	ES	ASTM E 534	
Sulfate, SO <sub>4</sub>	1.4	% wt	0.4	0.02		3/12/24 20:59	NC	EPA 300.0	
<b>Metals by ICP</b>									
Magnesium, Mg	ND	% wt	0.04	0.04		3/14/24 12:56	JMS	EPA 6010D	
Calcium, Ca	0.65	% wt	0.04	0.04		3/14/24 12:56	JMS	EPA 6010D	
<b>Total Metals</b>									
Gradation, % WT Passing #30 sieve	7.2	%				3/20/24 14:45	ES	ASTM D 632	
Gradation, % WT Passing #4 sieve	67.0	%				3/20/24 14:45	ES	ASTM D 632	
Gradation, % WT Passing #8 sieve	38.0	%				3/20/24 14:45	ES	ASTM D 632	
Gradation, % WT Passing 1/2 inch sieve	100	%				3/20/24 14:45	ES	ASTM D 632	
Gradation, % WT Passing 3/8 inch sieve	96.8	%				3/20/24 14:45	ES	ASTM D 632	
Sodium Chloride	97.4	% wt	0.12	0.12		3/21/24 8:43	JH	ASTM E 534	
Metals Digestion	COMPLETE					3/11/24 8:06	JD	EPA 3050	

Authorized Signature,

JAMES HIBBS, Client Manager



**Analytical  
Laboratories  
Inc**

1804 N. 33rd Street  
Boise, Idaho 83703  
Phone (208) 342-5515

[www.analyticallaboratories.com](http://www.analyticallaboratories.com)  
Lab Federal ID# ID00020

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This report shall not be reproduced except in full, without the written approval of the laboratory  
The results reported relate only to the samples indicated.

ND - Non Detect  
MCL - Maximum Contaminant Level  
MDL - Method Detection Limit  
MRL - Method Reporting Limit



1804 N. 1  
Boise, Id  
Phone (208) 333-3766



2404664

## Analytical Services Quotation

Printed: 01/03/2024

For: **CARGILL - LANSING**  
**191 PORTLAND POINT RD PO BOX B**  
**LANSING, NY 14882**

Effective: 01/10/2023

Expires: 03/29/2024

Project: Granular Salt → Cleveland Mines Untreated Salt: 4664-01

Manager: ACCTS PAYABLE

Phone: (607) 533-3766

Email: [cargillisc\\_accounts payable@cargill](mailto:cargillisc_accounts payable@cargill)

### Pricing Summary

Price

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
<b>Delcer</b>					
<b>Inorganics</b>					
Water Insolubles	ASTM E 534	1	15	\$24.00	\$24.00
Sulfate	EPA 300.0	1	15	\$20.00	\$20.00
Percent Moisture	ASTM	1	15	\$15.00	\$15.00
<b>Metals by ICP</b>					
Magnesium by EPA 6010	EPA 6010D	1	15	\$16.00	\$16.00
Calcium by EPA 6010	EPA 6010D	1	15	\$16.00	\$16.00
<b>Total Metals</b>					
Sodium Chloride (Solid Delcer)	ASTM E 534	1	15	\$25.00	\$25.00
Gradation	ASTM D 632	1	15	\$35.00	\$35.00
Metals Digestion	EPA 3050	1	15	\$22.00	\$22.00
				<b>Bid Total:</b>	<b>\$173.00</b>

Comments:

**JAMES HIBBS**  
Client Manager

Rcvd Anthony Scalf  
3/8/24 1008 via FedEx

Rush charges may be applied if sample submission is delayed until the end of analysis hold times.



1804 N. 33rd Street  
Boise, Idaho 83703  
Phone (208) 342-5515

www.analyticallaboratories.com  
Lab Federal ID# ID00020

## Laboratory Analysis Report

Report To: LIBBY BOCCAROSSE  
CARGILL - DEICING TECHNOLOGIES  
191 PORTLAND POINT RD PO BOX B  
LANSING, NY 14882

Phone: (607) 533-3766 Copy:

e-mail: libby\_boccarosse@cargill.com

Date Received: 01/12/2024

Collection Date/Time: 01/04/2024 0:00

Lab/Sample Number: 2400840-01

Sample Location: LANSING - GRANULAR SALT

Date Printed: 02/15/2024 15:23

Collector's Name:

Transported By: UPS

Temp C Received at Lab:

### Field Measurements

pH: Total Chlorine mg/L: DO mg/L:  
Temp C: Free Chlorine mg/L: Flow g/min:

Analyte	Result	Units	MRL	MDL	MCL	Analyzed	Analyst	Method	Notes
<b>Inorganics</b>									
Water Insolubles	0.600	%	0.002	0.002		1/16/24 11:37	BDM	ASTM E 534	
% Moisture	3.3	%	0.1	0.1		1/29/24 11:27	ES	ASTM E 534	
Sulfate, SO <sub>4</sub>	0.9	% wt	0.1	0.04		1/15/24 19:40	NC	EPA 300.0	
<b>Metals by ICP</b>									
Magnesium, Mg	0.06	% wt	0.04	0.0005		1/16/24 13:33	JMS	EPA 6010D	
Calcium, Ca	0.46	% wt	0.04	0.0005		1/16/24 13:33	JMS	EPA 6010D	
<b>Total Metals</b>									
Gradation, % WT Passing #30 sieve	0.1	%				1/31/24 8:28	ES	ASTM D 632	
Gradation, % WT Passing #4 sieve	69.9	%				1/31/24 8:28	ES	ASTM D 632	
Gradation, % WT Passing #8 sieve	28.7	%				1/31/24 8:28	ES	ASTM D 632	
Gradation, % WT Passing 1/2 inch sieve	100	%				1/31/24 8:28	ES	ASTM D 632	
Gradation, % WT Passing 3/8 inch sieve	99.4	%				1/31/24 8:28	ES	ASTM D 632	
Sodium Chloride	97.7	% wt	0.12	0.12		1/19/24 11:17	JH	ASTM E 534	
Metals Digestion	COMPLETE					1/15/24 8:59	ES	EPA 3050	

Authorized Signature,

JAMES HIBBS, Client Manager





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** Bulk Ice Control Salt with YPS

**Other means of identification**

**SDS number** NB2

**Synonyms** Bulk Rock Salt with YPS \* Ice Control Salt. \* Halite \* Sodium Chloride (Salt).

**Recommended use** Salt is intended for several industrial applications including deicing.

**Recommended restrictions** None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

**Company name** Cargill Incorporated

**Address** Minneapolis, MN 55440

**Telephone** 1-888-385-7258

**Website** [www.cargillsalt.com](http://www.cargillsalt.com)

**Emergency telephone number** North America: 1-800-255-3924  
International: +1-813-248-0585 Collect calls are accepted

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

#### Label elements

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

#### Precautionary statement

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

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

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

**Supplemental information** None.

## 3. Composition/information on ingredients

#### Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

## 4. First-aid measures

**Inhalation** If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.

<b>Ingestion</b>	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
<b>Most Important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO <sub>x</sub> ). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	This product is not flammable or combustible.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
<b>Conditions for safe storage, including any incompatibilities</b>	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

## 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties**

<b>Appearance</b>	White crystalline solid
<b>Physical state</b>	Solid.
<b>Form</b>	Crystalline solid.
<b>Color</b>	White to opaque
<b>Odor</b>	Halogen odor when heated
<b>Odor threshold</b>	Not available.
<b>pH</b>	Not available.
<b>Melting point/freezing point</b>	1473.8 °F (801 °C)
<b>Initial boiling point and boiling range</b>	2669 °F (1465 °C) (760 mmHg)
<b>Flash point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.4 mm Hg (1376.6 °F (747 °C))
<b>Vapor density</b>	Not available.
<b>Relative density</b>	2.16 (H2O = 1)
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	26.4 %
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Bulk density</b>	35 - 83 lb/ft³
<b>Molecular formula</b>	NaCl
<b>Molecular weight</b>	58.44
<b>pH in aqueous solution</b>	6 - 9

**10. Stability and reactivity**

<b>Reactivity</b>	The product is stable and non-reactive under normal conditions of use, storage and transport.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
<b>Incompatible materials</b>	Avoid contact with strong acids. Becomes corrosive to metals when wet.
<b>Hazardous decomposition products</b>	May evolve chlorine gas when in contact with strong acids.

## 11. Toxicological information

### Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.

### Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

### Information on toxicological effects

**Acute toxicity** In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
------------	---------	--------------

Sodium Chloride (CAS 7647-14-5)

#### Acute

#### Oral

LD50

Rat

3000 mg/kg

**Skin corrosion/irritation** Prolonged skin contact may cause temporary irritation.

**Serious eye damage/eye irritation** Dust in the eyes will cause irritation.

### Respiratory or skin sensitization

**Respiratory sensitization** Not available.

**Skin sensitization** This product is not expected to cause skin sensitization.

**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity** This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

#### IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

#### NTP Report on Carcinogens

Not listed.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure** Not classified.

**Specific target organ toxicity - repeated exposure** Not classified.

**Aspiration hazard** Due to the physical form of the product it is not an aspiration hazard.

## 12. Ecological information

**Ecotoxicity** The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

**Persistence and degradability** No data is available on the degradability of this product.

**Bioaccumulative potential** No data available.

**Mobility in soil** No data available.

**Other adverse effects** None known.

## 13. Disposal considerations

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

**Local disposal regulations** Dispose in accordance with all applicable regulations.

<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

### DOT

Not regulated as dangerous goods.

### IATA

Not regulated as dangerous goods.

### IMDG

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

## 15. Regulatory information

**US federal regulations** This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are on the U.S. EPA TSCA Inventory List.

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

### SARA 304 Emergency release notification

Not regulated.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** No

#### SARA 313 (TRI reporting)

Not regulated.

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

### US state regulations

#### US. Massachusetts RTK - Substance List

Not regulated.

#### US. New Jersey Worker and Community Right-to-Know Act

Not listed.

#### US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

#### US. Rhode Island RTK

Not regulated.

**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

Issue date 12-August-2014

Revision date 18-February-2018

Version # 02

HMIS® ratings  
Health: 1  
Flammability: 0  
Physical hazard: 0  
Personal protection: A

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

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

# Bulk Ice Control Salt



## Product Description and Application

### Bulk Ice Control Salt

This product is a coarse screened, sodium chloride salt obtained from underground bedded salt deposits extracted by physical mining. This salt is intended for use only as a chemical deicer on highways and roadways.

This salt complies with ASTM D 632, Type 1, Grade 1, Standard Specification for Sodium Chloride. This salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

### Methods of Analysis

Methods of analysis and product performance evaluation based on ASTM E 534, ASTM D 632 and Cargill internal methods.

### Producing Locations

This product is mined at Cargill Salt locations, Avery Island, LA; Cleveland, OH; Lansing, NY. Product of the USA.



## Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the Industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, [www.cargillsaltstore.com](http://www.cargillsaltstore.com).
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

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

Customer Service: (800) 600-SALT (7258)

## Physical Information

### Chemical Analysis

PHYSICAL	TYPICAL
Sodium Chloride (dry) CAS No. 7647-14-5 %	98.0
Water Insolubles %	2.0 max.
Surface Moisture %	1.0 max.
Yellow Prussiate of Soda* CAS No. 13601-19-9 ppm	50

\*Optional anti-caking agent

### Sieve Analysis

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	TYPICAL % PASSING
Sieve - USS 1/2 Mesh Retained	0.500	12500	100
Sieve - USS 3/8 Mesh Retained	0.375	9500	98
Sieve - USS 4 Mesh Retained	0.187	4750	75
Sieve - USS 8 Mesh Retained	0.0937	2360	42
Sieve - USS 30 Mesh Retained	0.0232	600	10

### Bulk Density

PARAMETER	TYPICAL
Pounds per Cubic Foot	75
Grams per Liter	1200

### Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Bulk Ice Control Salt		
Bulk	DEICER SALT ICE CNTRL BLK DR	100011135

## CONTACT

**Cargill Salt**  
P.O. Box 5621  
Minneapolis, MN 55440  
Phone: 888-385-SALT (7258)  
[www.cargillsalt.com](http://www.cargillsalt.com)

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3892 (10/19)

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

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





# SAFETY DATA SHEET

## 1. Identification

**Product Identifier** Bulk Ice Control Salt with YPS

**Other means of identification**

**SDS number** NB2

**Synonyms** Bulk Rock Salt with YPS \* Ice Control Salt. \* Halite \* Sodium Chloride (Salt).

**Recommended use** Salt is intended for several industrial applications including deicing.

**Recommended restrictions** None known.

## Manufacturer/Importer/Supplier/Distributor information

### Manufacturer

**Company name** Cargill Incorporated

**Address** Minneapolis, MN 55440

**Telephone** 1-888-385-7258

**Website** [www.cargillsalt.com](http://www.cargillsalt.com)

**Emergency telephone number** CHEMTREC (800) 424-9300

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

### Label elements

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

**Precautionary statement**

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

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

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

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

## 4. First-aid measures

**Inhalation** If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.



<b>Ingestion</b>	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.
<b>General Information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO <sub>x</sub> ). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	This product is not flammable or combustible.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
<b>Conditions for safe storage, including any incompatibilities</b>	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

## 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties**

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H <sub>2</sub> O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft <sup>3</sup>
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

**10. Stability and reactivity**

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

## 11. Toxicological information

### Information on likely routes of exposure

#### Inhalation

Inhalation of dusts may cause respiratory irritation.

#### Skin contact

Prolonged or repeated skin contact may cause irritation.

#### Eye contact

Dust in the eyes will cause irritation.

#### Ingestion

Expected to be a low ingestion hazard.

### Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

### Information on toxicological effects

#### Acute toxicity

In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

#### Components

#### Species

#### Test Results

Sodium Chloride (CAS 7647-14-5)

#### Acute

#### Oral

#### LD50

Rat

3000 mg/kg

#### Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

#### Serious eye damage/eye irritation

Dust in the eyes will cause irritation.

#### Respiratory or skin sensitization

##### Respiratory sensitization

Not available.

##### Skin sensitization

This product is not expected to cause skin sensitization.

#### Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

#### Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

#### IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

#### NTP Report on Carcinogens

Not listed.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

#### Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

#### Specific target organ toxicity - single exposure

Not classified.

#### Specific target organ toxicity - repeated exposure

Not classified.

#### Aspiration hazard

Due to the physical form of the product it is not an aspiration hazard.

## 12. Ecological information

#### Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

#### Persistence and degradability

No data is available on the degradability of this product.

#### Bioaccumulative potential

No data available.

#### Mobility in soil

No data available.

#### Other adverse effects

None known.

## 13. Disposal considerations

#### Disposal instructions

Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

#### Local disposal regulations

Dispose in accordance with all applicable regulations.

Bulk Ice Control Salt with YPS

922082 Version #: 02 Revision date: 18-February-2018 Issue date: 12-August-2014

SDS US

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<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

#### 14. Transport information

##### DOT

Not regulated as dangerous goods.

##### IATA

Not regulated as dangerous goods.

##### IMDG

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

#### 15. Regulatory information

##### US federal regulations

This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are on the U.S. EPA TSCA Inventory List.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not regulated.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**

Not regulated.

##### Other federal regulations

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

##### US state regulations

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. New Jersey Worker and Community Right-to-Know Act**

Not listed.

**US. Pennsylvania Worker and Community Right-to-Know Law**

Not listed.

**US. Rhode Island RTK**

Not regulated.

**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

**16. Other information, including date of preparation or last revision**

Issue date	12-August-2014
Revision date	18-February-2018
Version #	02
HMIS® ratings	Health: 1 Flammability: 0 Physical hazard: 0 Personal protection: A

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COMMERCIAL NAME

DEICING SALT ASTM-632

**1.- Chemical Specification**

<u>Determination</u>	<u>Unit</u>	<u>Specification</u>	
Sodium Chloride (as NaCl)	(%)	97.00	Min
Moisture	(%)	0.40	Max
YPS	(ppm)	70-100	

**2.- Mesh Size**

<u>USA Sieve (#)</u>	<u>Unit</u>	<u>Specification</u>
1/2"	(%)	100 Passing
3/8"	(%)	95 - 100 Passing
4	(%)	20 - 90 Passing
8	(%)	10 - 60 Passing
30	(%)	0 - 15 Passing

Revision 0



## MATERIAL SAFETY DATA SHEET (MSDS) SALT – SODIUM CHLORIDE

### SECTION I – GENERAL

Trade Name: <b>SALT</b>	C.A.S. Number: <b>7647-14-5</b>
Chemical Name: <b>SODIUM CHLORIDE</b>	Formula: <b>NaCl</b>
Molecular Weight: <b>58.4428</b>	
Address: <b>Cerro El Plomo 5680 Of 404</b>	Contacts: <b>Jaime Lagos C.</b>
<b>Las Condes</b>	Phone: <b>56 (2) 24294470</b>
<b>Santiago</b>	Date Issued: <b>05-05-2018</b>
<b>Chile</b>	Date Revised: <b>02-03-2023</b>

### SECTION II – FIRST AID

Emergency Phone Number: **56 (2) 24294470**  
Skin: **Wash with water**  
Eyes: **Irrigate with plenty of water**

### SECTION III - HAZARDS INFORMATION – HEALTH

Inhalation: **Inhalation of product may cause mild irritation of nose and throat**  
Ingestion: **Ingestion of large amounts (greater than 0.1 lb) may cause gastrointestinal upset.**  
Skin: **Dust may cause irritation.**  
Eyes: **Dust may cause irritation.**  
Permissible Concentration: Air: **None established** Biological: **No TLV established**  
Unusual Chronic Toxicity: **None**

### SECTION IV - HAZARDS INFORMATION

Flash Point °C : **Not flammable** Auto ignition Temp °C : **N/A**  
Open Cup Closed Cup  
Flammable Limits In Air (% by volume) – **N/A**

### SECTION V – PRECAUTIONS/PROCEDURES

Fire Extinguishing Agents Recommended: **N/A** Fire Extinguishing Agents to Avoid: **N/A**  
Special Fire Fighting Precautions: **N/A**  
Ventilation: **Local exhaust if dusty conditions prevail.**  
Normal Handling: **Avoid eye contact or prolonged skin contact.**  
Storage: **Wet or damp conditions can cause caking or corrosion of metal contact surfaces.**  
Spill or Leak: **Shovel up dry material into an empty container. Flush residue with water down local sewer.**  
Special: Precautions/Procedures/Label Instructions: **Store in cool, dry area. No special cautions or labeling are required.**

### SECTION VI – PERSONAL PROTECTIVE EQUIPMENT

Respiratory Protection: **When required, use a respirator approved by NIOSH for product dust.**  
Eyes and Face: **In extremely dusty areas, chemical safety goggles should be used.**  
Hands, Arms, and Body: **Wear long-sleeved shirts and trousers for routine product handling. Gloves are optional.**  
Other Clothing and Equipment: **N/A**

**SECTION VII – PHYSICAL DATA**

Material is (At Normal Conditions)    **Liquid**    **Solid**    **Gas** \_\_\_\_\_  
Appearance and Odor: **White crystalline solid. Slight saline odor.**  
Boiling Point: **1465°C**                      Specific Gravity (H<sub>2</sub>O = 1): **2.16**    Vapor Density (Air – 1): **N/A**  
Melting Point: **800°C**                      Vapor Pressure (mm Hg at 20°C): **2.4 mm at 746.9°C**  
Solubility In Water (% By Weight): **26.395 Max at 60°F**    ph (20% Solution): **6.5 – 9.5**

**SECTION VIII – REACTIVITY DATA**

Stability:    **Stable**    **Unstable**  
Conditions to Avoid: **Wet/damp conditions can cause caking and corrosion.**  
Incompatibility (Materials to Avoid): **None provided the product is dry.**  
Hazardous Decomposition Products: **None**  
Hazardous Polymerization:    **May Occur**    **Will Not Occur**  
Conditions To Avoid:

**SECTION IX – HAZARDOUS INGREDIENTS (Mixtures Only)**

Material or Component/ C.A.S. No.: **Sodium Chloride, CAS 7645-14-5**

Weight %:

Hazard Data (See Section J):

**SECTION X – ENVIRONMENTAL**

Degradability / Aquatic Toxicity: **Product is inorganic and may persist in the environment.** EPA Hazardous Substance?

**Yes**    **No**    **If so, reportable quantity** \_\_\_\_\_    40 CFR    **116 – 117**

Waste Disposal Methods (Disposer Must Comply With Federal, State and Local Disposal or Discharge Laws): **Flush to sewer if permitted by applicable disposal regulations.**

RCRA Status of Unused Material: **Not a "hazardous waste."**

40 CFR    **261**

**SECTION XI – REFERENCES**

Permissible Concentration References:

Regulatory Standards: **FDA regulations apply to food use and USP/NF grades (21 CFR).**

**USDA regulations apply to use in meat and poultry**

**products.** D.O.T. Classification: **N/A - 49 CFR**

General: **(a) Recommendations of the Salt Institute**

**SECTION XII – ADDITIONAL INFORMATION**

**This product is not for food or drug use unless material is labeled "food grade", "USP grade", or "NF grade", as applicable.**

**This product safety data sheet is offered solely for your information, consideration and investigation. Compania Minera Punta de Lobos S.A. provides no warranties, either express or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein.**



# Safety Data Sheet

## According to Regulation (EC) No 1907/2006

Sodium Ferrocyanide

Version 1.0

Issue date: 15/12/2017

Revision date: 15/12/2017

SDS Record Number: CSSS-TCO-010-100177

### Section 1 Identification of the substance/mixture and of the company/undertaking

#### 1.1 Product identifier:

Identification on the label/Trade name: Sodium Ferrocyanide  
Additional identification: Sodium Ferrocyanide  
Identification of the product: CAS#13601-19-9; EC#237-081-9  
Index Number: Not available  
REACH registration No.: Not available

#### 1.2 Relevant identified uses of the substance and uses advised against:

##### 1.2.1 Identified uses:

Used for carburizing steel, leather tanning, dyeing, printing, pharmaceutical.

##### 1.2.2 Uses advised against:

Not available.

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

Supplier(Only representative): Chemical Inspection & Regulation Service Limited  
Supplier(Manufacturer): Hebei Chengxin Co., Ltd.  
Address: Yuanzhao Road, Yuanshi County, Shijiazhuang City, China  
Contact person(E-mail): chengxin@hebeichengxin.com  
Telephone: +86-(0)311-84635784  
Fax: +86-(0)311-84636311

#### 1.4 Emergency telephone Number:

+353 419806916

Available outside office hours?

YES

☐

NO

☒

### Section 2 Hazards Identification

#### 2.1 Classification of the substance/mixture:

##### 2.1.1 Classification:

The substance is classified as following according to REGULATION (EC) No 1272/2008:

REGULATION (EC) No 1272/2008	
Hazard classes/Hazard categories	Hazard codes
N/A	N/A

For full text of H- phrases: see section 2.2.

#### 2.2 label elements:

Hazard Pictograms: No hazard pictogram is used.  
Signal Word(S): No signal word is used.  
Hazard Statement: Not applicable.  
Precautionary statement: Not applicable.

#### 2.3 Other hazards:

Not available.

### Section 3 Composition/information on ingredients

Substance/Mixture:

Substance

Ingredient(s):

Chemical Name	Registration No.	CAS No.	EC No.	Concentration
Sodium Ferrocyanide	N/A	13601-19-9	237-081-9	99.1%

### Section 4 First aid measures

#### 4.1 Description of first aid measures:

In all cases of doubt, or when symptoms persist, seek medical attention.

##### 4.1.1 In case of inhalation:

Get medical aid immediately. Remove from exposure to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen.

##### 4.1.2 In case of skin contact:

Get medical aid. Flush skin with plenty of soap and water for at least 15 minutes while removing contaminated clothing and shoes.

##### 4.1.3 In case of eyes contact:

Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid immediately.

##### 4.1.4 In case of ingestion:

If victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Get medical aid immediately.

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

The product is not classified as harmful to human health effect.

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

If skin irritation or rash occurs, get medical advice/attention.

### Section 5 Fire-Fighting measures

#### 5.1 Extinguishing media:

Suitable extinguishing media:

Use water spray, dry chemical, carbon dioxide, or chemical foam.

Unsuitable extinguishing media:

Not available.

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

The product in fire condition released: Carbon oxides, nitrogen oxides.

#### 5.3 Advice for firefighters:

Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

### Section 6 Accidental release measures

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

##### 6.1.1 For non-emergency personnel:

Remove all sources of ignition. Ventilate area of leak or spill.

##### 6.1.2 For emergency responders:

Wear an appropriate NIOSH/MSHA approved respirator if dust is generated.

#### 6.2 Environmental Precautions:

Avoid disposing directly into the aquatic environment without any operations. Cover with damp absorbent (inert material, sand or soil).

#### 6.3 Methods for Containment and Cleaning up:

Sweep up and containerize for reclamation or disposal. Vacuuming or wet sweeping may be used to avoid dust dispersal.

#### 6.4 Reference to other sections:

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

## Section 7 Handling and storage

### 7.1 Precautions for safe handling:

#### 7.1.1 Protective measures:

Handle in well ventilated areas. Eliminate all sources of ignition, and do not generate flames or sparks. Take precautionary measures against static discharges.

#### 7.1.2 Advice on general occupational hygiene:

Do not eat, drink and smoke in work areas. Wash hands after use. Remove contaminated clothing and protective equipment before entering eating areas.

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

Keep in a tightly closed light-resistant container, stored in a cool, dry, ventilated area. Protect against physical damage. Isolate from incompatible substances.

### 7.3 Specific end use(s):

Not applicable.

## Section 8 Exposure Controls/Personal Protection

### 8.1 Control parameters:

#### 8.1.1 Occupational exposure limits:

Not available.

#### 8.1.2 Additional exposure limits under the conditions of use:

Not available.

#### 8.1.3 DNEL/DMEL and PNEC-Values:

Not available.

### 8.2 Exposure controls:

#### 8.2.1 Appropriate engineering controls:

In general, dilution ventilation is a satisfactory health hazard control for this substance. However, if conditions of use create discomfort to the worker, a local exhaust system should be considered.

#### 8.2.2 Individual protection measures, such as personal protective equipment:

##### Eye/face protection:

Use chemical safety goggles to prevent skin exposure.

##### Hand protection:

Wear appropriate gloves to prevent skin exposure.

##### Body protection:

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

##### Respiratory protection:

A NOISE/MSHA jointly approved respirator is advised in the absence of proper environmental controls.

##### Thermal hazards:

Wear suitable protective clothing to prevent heat.

#### 8.2.3 Environmental exposure controls:

Avoid discharge into the environment.

According to local regulations, Federal and official regulations.

## Section 9 Physical and chemical properties

### 9.1 Information on basic physical and chemical properties:

Appearance:	Solid
Colour:	Not available
Odour:	Not available
Odour threshold:	Not available
pH:	Not available
Melting point/range (°C):	Not available
Boiling point/range (°C):	Not available
Flash point (°C):	Not available
Evaporation rate:	Not available
Flammability limit - lower (%):	Not available
Flammability (solid, gas):	Non-flammable

Ignition temperature (°C):	Not available
Upper/lower flammability/explosive limits:	Not available
Vapour pressure (20°C):	Not available
Vapour density:	Not available
Relative Density:	Not available
Bulk density (kg/m <sup>3</sup> ):	Not available
Water solubility (g/l):	17.6g/100ml water @ 20°C
n-Octanol/Water (log Po/w):	Not available
Auto-ignition temperature:	Not available
Decomposition temperature:	Not available
Viscosity, dynamic (mPa.s):	Not available
Explosive properties:	Non explosive
Oxidising properties:	Not oxidizing
Molecular Formula:	C <sub>6</sub> FeN <sub>6</sub> Na <sub>4</sub>
Molecular Weight:	303.91

## 9.2. Other information:

Fat solubility(solvent– oil to be specified)	Not available
etc:	
Surface tension:	Not available
Dissociation constant in water( pKa):	Not available
Oxidation-reduction Potential:	Not available
Specific gravity:	Not available

## Section 10 Stability and reactivity

10.1 Reactivity:	The substance is stable under normal storage and handling conditions.
10.2 Chemical stability:	Stable at room temperature in closed containers under normal storage and handling conditions.
10.3 Possibility of hazardous reactions:	No dangerous reactions known.
10.4 Conditions to avoid:	Concentrated acids.
10.5 Incompatible materials:	Concentrated acids.
10.6 Hazardous decomposition products:	As the product in fire conditions: Carbon oxides, nitrogen oxides.

## Section 11 Toxicological information

### 11.1 Information on toxicological effects:

Acute toxicity:	
LD50(Oral, Rat):	Not available
LD50(Dermal, Rabbit):	Not available
LC50(Inhalation, Rat):	Not available
Skin corrosion/Irritation:	Not classified
Serious eye damage/irritation:	Not classified
Respiratory or skin sensitization:	Not classified
Germ cell mutagenicity:	Not classified
Carcinogenicity:	Not classified
Reproductive toxicity:	Not classified
STOT- single exposure:	Not classified
STOT-repeated exposure:	Not classified



Dawson & Cia. Ltda.  
Cargo Surveyors



**Certificate No. 15.496/23-A**

### **CERTIFICATE OF QUALITY**

The undersigned, Dawson y Cia. Ltda., Cargo Surveyors at Iquique, Chile, at the request of Messrs. Compañía Minera Cordillera Chile SCM, hereby certify the following:

That during the loading of M.V. "AMIS JUSTICE" with a parcel of 49,900.00 M. Tons of salt in bulk, de-icing grade ASTM-632, at Terminal Marítimo Patache, common samples were taken and delivered for chemical and granulometric analysis which were performed by an independent chemical engineer at Terminal Marítimo Patache, and we believe that confidence may be placed in this certificate which results are attached.

a.- VESSEL: M.V. "AMIS JUSTICE" - HOLDS Nos. 1, 2, 3, 4, 5.  
b.- LOADING DATE: JANUARY 1<sup>st</sup> TO 2<sup>nd</sup>, 2023.  
c.- PARCEL: 49,900.00 M.TONS OF SALT IN BULK, DE-ICING  
GRADE ASTM-632.  
d.- LOADING PORT: PUNTA PATACHE, CHILE.  
e.- DESTINATION: U.S.A.

#### **ANALYSIS**

- NaCl  
- Total Moisture  
- Decahydrate YPS Additioned

#### **SPECIFICATIONS**

97.00 % Minimum dry basis  
0.40 % Maximum  
70 - 100 p.p.m.

#### **CHEMICAL ANALYSIS**

98.88 % Dry basis  
0.31 % \*  
75 p.p.m

Remarks: \* Real moisture of salt = 0.18 %

#### **MESH SIZE**

-USA.SS ½"  
-USA.SS 3/8"  
-USA.SS No. 4  
-USA.SS No. 8  
-USA.SS No. 30

#### **SPECIFICATIONS**

100 % Passing  
95-100 % Passing  
20-90 % Passing  
10-60 % Passing  
0-15 % Passing

#### **SIZE DISTRIBUTION**

100.00 % Passing  
95.02 % Passing  
64.45 % Passing  
40.20 % Passing  
9.25 % Passing

### **STANDARD AND TEST METHODS**

NaCl : ASTM E 534-98, 39.1 REPORTING OF ANALYSIS.  
MOISTURE : ASTM STANDARD METHOD E 534-98.  
PHYSICAL ANALYSIS : ASTM STANDARD METHOD D 632-01.  
DECAHYDRATE YPS : MOLECULAR ABSORPTION SPECTROPHOTOMETRY METHOD.

Issued without prejudice and subject to the terms, conditions and amount of the Policy of Insurance.

**IQUIQUE, CHILE, JANUARY 6<sup>th</sup>, 2023.**

Syers A. Dawson  
Dawson y Cia. Ltda.  
Cargo Surveyor



Syers A. Dawson S.  
Cargo Surveyors



**Certificate of Quality Analysis**

Vessel Name: MV- AGGELOS B  
 Goods: Rock Salt in bulk  
 Quantity: 56,470.00 MT  
 B/L No. & date: NO. 1 DATED 02.09.2022  
 Port of Loading: GARGOOB PORT-EGYPT  
 Port of Discharge: BALTIMORE PORT - USA

We COTECNA INSPECTION EGYPT S.A.E hereby certify that we have carried out the following chemical analysis for handed over sample of rock salt. The analysis was performed on received sample and the results are as follows:

Parameters	Analysis Results	TEST METHOUD
Moisture	0.96%	ASTM E534-18
Purity (as Sodium Chloride)	99.33%	ASTM E534-18
Water Insoluble Matters	0.19%	ASTM E534-18
Sieving (passing)		
1/2 (12.5MM)	100%	ASTM D632-01
3/8 (9.5MM)	90%	ASTM D632-01
No. 4 (4.75MM)	30%	ASTM D632-01
No. 8 (2.36MM)	20%	ASTM D632-01
No. 30 (600 microns)	3%	ASTM D632-01

*This certificate is only valid if presented in original and printed on security paper or issued on Cotecna's Edox system and received in its digital format. Copies of this certificate are not valid unless accompanying its original. This inspection has been performed on the goods for which it was requested according to our professional standards and to the best of our knowledge on the date and at the place it was performed, within the scope of instructions received. This inspection does not release seller(s) and/or supplier(s) and/or shipper(s) and/or other parties involved from their respective contractual obligations and does not prejudice the buyer(s)/receiver(s)' right to claim, under applicable law and contract, compensation from seller(s)/supplier(s)/shipper(s) regarding any defects not detected during our inspection or occurring thereafter. This inspection is also subject to COTECNA Terms and Conditions of Business 2022. <http://www.cotecna.com/en/About-Cotecna/Terms-Conditions>. Headings and titles in this certificate/report are for reference only and the findings contained herein prevail as stated, this certificate issued for L/C purpose only.*

**COTECNA INSPECTION EGYPT S.A.E  
AS INDEPENDENT SURVEYOR**

*Inspected by*  
S.A.E