



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

Request for Quotation

RFO NUMBER
6610C026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

*709030104 800-600-7258
 CARGILL INC DEICING TECHNOLOGY
 24950 COUNTRY CLUB BLVD #450

NORTH OLMSTED OH 44070

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

RFP NO. 6610C026

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/30/2010				

BID OPENING DATE: 06/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		915-28-07-001		
<p>SODIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE SUPPLY OF SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AND THE WEST VIRGINIA PARKWAY AUTHORITY AT THE LOCATIONS LISTED IN THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED
 2010 JUN 16 P 12:40
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

 Team Leader		TELEPHONE 800-600-7258	DATE June 14, 2010
FEIN 41-0177680		ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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2

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*709030104 800-600-7258
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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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05/30/2010				

BID OPENING DATE: 06/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Brett T. Miller</i>	800-600-7258	June 14, 2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Team Leader	41-0177680	

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VENDOR

*709030104 800-600-7258
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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Mills</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
 4

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Brett T. Miller</i> SIGNATURE</p> <p style="text-align: center;">Cargill Incorporated Deicing Technology Business Unit COMPANY</p> <p style="text-align: center;">June 14, 2010 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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6610C026

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5

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
304-558-2402**

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*709030104 800-600-7258
CARGILL INC DEICING TECHNOLOGY
24950 COUNTRY CLUB BLVD #450
NORTH OLMSTED OH 44070

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DIVISION OF HIGHWAYS
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LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 33						
RFQ. NO.: 6610C026						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Brett T. Miller* TELEPHONE 800-600-7258 DATE June 14, 2010

TITLE Team Leader FEIN 41-0177680 ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
6

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S U P P L I E R

*709030104 800-600-7258
**CARGILL INC DEICING TECHNOLOGY
 24950 COUNTRY CLUB BLVD #450
 NORTH OLMSTED OH 44070**

S H I P T O

**DIVISION OF HIGHWAYS
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05/30/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		06/16/2010
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- 888-739-8705 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- Brett Miller -----		
				***** THIS IS THE END OF RFQ 6610C026 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

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

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

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

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

West Virginia Division of Highways
Engineering Division, Technical Division
Building 5, Room A-650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
Phone: 304-558-2885

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

2. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of eighty-five (85) percent of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of one hundred and ten percent (110%) of the total estimated award quantity stated in this contract. Quantities purchased F.O.B. Vendor's Storage Site will not be included in the acceptance and delivery guarantee. All guaranteed deliveries shall be completed prior to March 15, 2011.

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

3. BIDDING INSTRUCTIONS

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

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

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

4. CONTRACT AWARD

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

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

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

5. DELIVERY

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

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

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

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

6. SAMPLING AND TESTING

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

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

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

7. WEIGHING MATERIALS DELIVERED BY TRUCK

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

8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

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

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

***** SEE BELOW *****

9. VENDOR'S INVOICES

Vendor's are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a) All weight ticket numbers for material delivered during the invoicing period
- b) Division of Highways' State Contract Purchase Order (SCO) number, and this contract number
- c) Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weight tickets).

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

***** SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Calhoun	Millstone	1500	<u>\$78.16</u>
Pleasants	Belmont	2000	<u>\$71.21</u>
Ritchie	APD 50 @ Ellenboro	2500	
Ritchie	Ellenboro	3000	
Ritchie	Corridor D @ Nutter Farm	800	
			<u>\$77.39</u>
Roane	Lefthand @ WV 36	750	
Roane	Amber Hill @ US 119	400	
Roane	Spencer	1500	
			<u>\$71.31</u>

NOTE: Vendor should type Bid Schedule

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

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Doddridge	Smithburg	1700	<u>\$79.16</u>
Harrison	Gore	4000	
Harrison	Saltwell	1000	
Harrison	I-79 @ Lost Creek	2500	
APD 50	Tunnel Hill	2500	<u>\$66.10</u>
Marion	Fairmont	2000	
Marion	Mannington	1200	
			<u>\$68.00</u>
Monongalia	I-79 @ Goshen Rd.	2500	
Monongalia	Ridgedale	3700	
Monongalia	Pentress	1600	<u>\$64.62</u>
Preston	Bruceton Mills	10500	
Preston	Albright	2500	
Preston	Bruceton	1600	
Preston	Terra Alta	1200	
Preston	Fellowsville	1400	
Preston	Aurora	2000	
I-68	Cooper's Rock	4000	<u>\$64.84</u>
Taylor	Fetterman/Prunytown	2500	
			<u>\$72.11</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE

Delivery: F O B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Grant	Petersburg	1000	
Grant	Mt. Storm	2000	
			<u>\$78.81</u>
Mineral	New Creek	900	
Mineral	Sky Line	1000	
Mineral	Short Gap	750	
Mineral	District Headquarters	500	
			<u>\$79.21</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Fayette	Oak Hill	1000	
Fayette	Corridor L @ Oak Hill	1000	
Fayette	Lookout	2000	
Fayette	Falls View	500	<u>\$75.18</u>
Greenbrier	Lewisburg	1200	
Greenbrier	Crawley	2000	
Greenbrier	I-64 @ Harts Run	1500	<u>No Bid</u>
Monroe	Union	1000	
Monroe	Peterstown	400	<u>No Bid</u>
Nicholas	Summersville	2000	
Nicholas	Curtin	1200	
Nicholas	Corridor L @ Muddlety	2000	<u>\$80.87</u>
Summers	Hinton	2000	<u>No Bid</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton @ WV 20	3500	
Mercer	Flat Top	900	
Mercer	I-77 @ Princeton	2000	<u>No Bid</u>
Raleigh	Skelton	3000	
Raleigh	Bolt	1500	
Raleigh	I-64 @ Bragg	3000	<u>\$76.85</u>
Wyoming	Pineville	2500	
Wyoming	Still Run	950	
Wyoming	Hanover	500	<u>\$79.60</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

WV Turnpike

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton	1500	<u>No Bid</u>
Raleigh	Beckley	8500	
Raleigh	Ghent	5000	<u>\$76.85</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

BIDDING FOR VENDORS STORAGE LOT

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

<u>Location of Storage Site</u>	<u>Bid Price (\$/Ton) F.O.B. Vendor's Storage Site (Note 1)</u>
<u>West Elizabeth, OH</u>	<u>\$85.00</u>
<u>Ironton, WV</u>	<u>\$85.00</u>
<u>Baltimore, MD</u>	<u>\$85.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

EVIDENCE OF CASUALTY INSURANCE

POLICY YEAR
06/01/10-06/01/11

PRODUCER

Hays Companies
IDS Center, Suite 700
80 South 8th Street
Minneapolis, MN 55402THIS 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

INSURER A:	National Union Fire Insurance Company
INSURER B:	Commerce & Industry Insurance Company
INSURER C:	Insurance Company of the State of Pennsylvania
INSURER D:	Illinois National Insurance Company
INSURER E:	New Hampshire Insurance Company
INSURER F:	Chartis Casualty Company

PHONE NO. 612-333-3323

FAX NO. 612-373-7270

INSURED

CARGILL, INCORPORATED,
ITS SUBSIDIARIES, AND BUSINESS UNITS
PO BOX 5612, MS-12
MINNEAPOLIS, MN 55440-5612

COVERAGES

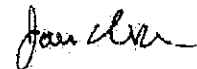
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH
THIS DOCUMENT MAY BE DISPENSED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES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

WSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL4309821	06/01/10	06/01/11	EACH OCCURRENCE	\$10,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	NONE
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	NONE
						PERSONAL & ADV INJURY	10,000,000
						GENERAL AGGREGATE	\$100,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A A A		AUTOMOBILE LIABILITY	CA3482117 (ADS)	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea Accident)	\$10,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS	CA3482116 (VA)	06/01/10	06/01/11	BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> CARGO LEGAL LIABILITY AND CONTINGENT CARGO LEGAL LIABILITY					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
A B A C D E F E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC020342710 (CA)	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	OTHER
			WC020342711 (FL)	06/01/10	06/01/11	E.L. EACH ACCIDENT	\$5,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO	WC020342712 (OR)	06/01/10	06/01/11	E.L. DISEASE - EA EMPLOYEE	\$5,000,000
		If yes, describe under SPECIAL PROVISION BELOW	WC020342718 (AOS)	06/01/10	06/01/11	E.L. DISEASE - POLICY LIMIT	\$5,000,000
			WC020342716 (MI)	06/01/10	06/01/11		
			WC020342713 (MN)	06/01/10	06/01/11		
			WC020342714 (AR GA KS)	06/01/10	06/01/11		
			WC020342715 (T X)	06/01/10	06/01/11		
E A		OTHER	WC020342717 (MA, ND, NY, WA, WI, WY)	06/01/10	06/01/11	Per WC/EL Limits Above	
		WORKERS COMPENSATION	WC0910577 (OH, USLH)	06/01/10	06/01/11	Statutory Excess \$1,000,000 SIR	
		EXCESS WORKERS COMPENSATION					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE ATTACHED ADDENDUM

AUTHORIZED SIGNATURE



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

A Partial Listing of U.S. Subsidiaries and Business Units insured by the general liability and automobile policies includes (but is not limited to):

Cargill AgHorizons
Cargill Animal Nutrition
Cargill Case Ready
Cargill Cocoa and Chocolate
Cargill Corn Milling North America
Cargill Deicing Technology
Cargill Dressings, Sauces & Oils
Cargill Dry Corn Ingredients, Inc.
Cargill Financial Services Corporation
Cargill Flavor Systems
Cargill Food Distribution
Cargill Grain and Oilseeds North America
Cargill Health & Nutrition
Cargill Kitchen Solutions, Inc.
Cargill Malt
Cargill Marine and Terminal, Inc
Cargill Meat Logistics Solutions, Inc.
Cargill Meat Solutions Corporation
Cargill Pork
Cargill Pork, LLC
Cargill Regional Beef
Cargill Salt
Cargill Specialty Canola Oils
Cargill Texturizing Solutions
Cargill Turkey Production, LLC
Cargill Value Added Meats-Food Service
Cargill Value Added Meats-Retail
G & M Stevedoring Co., Inc.
Horizon Milling, LLC (JV)
Wilbur Chocolate Co, Inc.

PLEASE NOTE: Cargill 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 WC0910577 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 policies listed in the preceding page insure 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 07 04) is provided to designated vendors of the Named Insured as described above.
- Under the General Liability and 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 policy, a Waiver of Subrogation is provided if required in a written contract with the Named Insured as described above.
- Contractual Liability is included under the Commercial General Liability policy.



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from a domal salt deposit in Louisiana by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is loaded directly into barges.

COMPLIANCE:

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

ADDITIVES:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by barge.

METHODS OF ANALYSIS:

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	98.9	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	0.30	-
Sulfate (as SO ₄) ¹	%	0.74	-
Water Insolubles ¹	%	0.07	2.0 max.
Surface Moisture ²	%	0.02	0.1 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning

²110°C for 2 hours before conditioning

³Optional anticaking agent (sodium ferrocyanide decahydrate)

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	79	20 - 90
8	0.0937	2360	42	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	74	70 - 78
Grams per Liter	1185	1120 - 1250

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

PRODUCING LOCATION: AVERY ISLAND, LA

No. 5701 Revised May 2007

Product Code N997

CARGILL SALT

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

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



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

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

COMPLIANCE:

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

ADDITIONS:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

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

METHODS OF ANALYSIS:

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

CARGILL SALT

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

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	95.8	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	1.1	-
Sulfate (as SO ₄) ¹	%	2.7	-
Water Insolubles ¹	%	0.4	2.0 max.
Surface Moisture ²	%	0.1	1.0 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning

²110°C for 2 hours before conditioning

³Optional anticaking agent (sodium ferrocyanide decahydrate)

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	71	20 - 90
8	0.0937	2360	39	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	75	71 - 79
Grams per Liter	1200	1135 - 1265

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

PRODUCING LOCATION: CLEVELAND, OH

No. 4700 Revised May 2007



Material Safety Data Sheet

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

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

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

2. COMPOSITION/INFORMATION ON INGREDIENTS

Description
White crystalline solid

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

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

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

Potential Health Effects

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

Human Effects and Symptoms of Overexposure:

Acute Inhalation: Irritation of the respiratory tract

Chronic Inhalation: No applicable information found for chronic system effects

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

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

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

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

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

Chronic Ingestion: No applicable information found for chronic systemic effects

Carcinogenicity

NTP: Not listed as carcinogen or mutagen
IARC: Not listed as carcinogen or mutagen
OSHA: Not listed as carcinogen or mutagen

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

4. FIRST AID MEASURES

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

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

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

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

5. FIRE AND MEASURES

Flash Point: N/A

Extinguishing Media: N/A. This product is nonflammable

Special Fire Fighting Procedures: N/A

6. ACCIDENTAL RELEASE MEASURES

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

7. HANDLING AND STORAGE

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

Special Sensitivity: Avoid contact with strong acids

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

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

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

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

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

Exposure Limits: Not listed

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Form: White crystalline solid with slight halogen odor

Color: White to opaque

Odor: Halogen odor when heated

Boiling Point (760mm Hg)(°C): 1465

Melting Point/Freezing Point (°C): 801

pH: 6.7 – 10.0

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

Specific Gravity (H₂O = 1): 2.16

Bulk Density (lbs./ft³): 35-83

% Volatile by Weight: N/A

Vapor Pressure (mm Hg/747°C): 2.4

Vapor Density (Air=1): N/A

10. REACTIVITY

Stability: Stable

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

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

11. TOXICOLOGICAL INFORMATION

Description: Not listed

12. ECOLOGICAL INFORMATION

Ecotoxicity: Not listed

Environmental Degradation: Not listed.

13. DISPOSAL CONSIDERATIONS

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

14. TRANSPORTATION INFORMATION

D.O.T. Shipping Name: Not listed

Technical Shipping Name: Not listed

D.O.T. Hazard Class: Not listed

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

Product Rq (lbs.): N/A

D.O.T. Label: Not listed

D.O.T. Placard: N/A

Freight Class Bulk: N/A

Freight Class Package: N/A

Product Label: N/A

15. REGULATORY INFORMATION

OSHA Status: Not listed.

TSCA Status: Listed as non-hazardous

CERCLA Reportable Quantity SARA Title III

Section 302 Extremely Hazardous Substances: Not listed.

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

Section 313 Toxic Chemicals: Not listed

RCRA Status: Not listed

EINECS Number: 231-598-3

ENCS Number: 1-236

ECL Serial Number: KE-31387

SWISS Number: G-2580

HMIS Rating: 1 0 0 A

State Regulatory Information

Company Name/Cas Number	Concentration	State Code
N/A		

16. OTHER INFORMATION

Reason for Issue: Regulatory compliance

Prepared By:	Steve Karl
Approved By:	Richard Scarsella
Title:	Technical Director
Approval Date:	February 2009
Supersedes Date:	May 2007
MSDS Number:	NB2

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

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

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

POWER OF ATTORNEY

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

Hilary Amos	Robin Fugo	Lisa Montonaro
Donna Bidak	Chris Gampfer	Jean Pereira
Tom Blackman	Nadine Gilbert	Angele Peterson
Gloria Bohman	Kenneth G. Howe	Monica Sue Petkac
Marjorie E. Bonner	Gail Hubbell	Stewart Petrick
David Bryden	Robin Kiewatt	Sean M. Riley
Stanley Carlin	Mary Kleiner	Christine M. Rupert
Deseree Caver	Phillip E. Knapp	Andrew Samson
Carol Chandler	Denise A. Koch	Jeanne Schulz
Annette Cillian	Sarah Liederbach	Rosemary Schwarz
Tony DiPietro	Mildred Lindsey	Amanda Secord
Ken Ellen	Alison Marincek	Jennifer Tyminski
Joshua D. Evcic	David Marshall	Kent Watson
Dale Fehrenbach	Bill Miller	Gord Williams
Jason Fenske	Brett Miller	Irving Williamson
Jeanne Fredeticy	Jacques Moniere	Ellen Ziegman

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its President, Deicing Technology, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 16th day of April, 2009

Cargill, Incorporated

By: 

Dale A. Fehrenbach, President, Deicing Technology

Attest: 

Jeanne Y. Smith, Assistant Corporate Secretary

STATE OF OHIO

) ss

COUNTY OF CUYAHOGA

On June 14, 2010, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Brett T. Miller 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.

Deseree Caver

Notary Public



DESEREE CAVER
Notary Public, State of Ohio
My Commission Expires 04 28, 2014

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

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

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

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

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

Bidder: Cargill Incorporated Deicing Technology Business Unit

Signed: Brett T. Hult

Date: June 14, 2010

Title: Central Region Team Leader

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

RFQ No 6610C026

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cargill Incorporated Deicing Technology Business Unit

Authorized Signature: *Brett T. Miller* Date: June 14, 2010

State of Ohio Brett T. Miller

County of Cuyahoga to-wit:

Taken, subscribed, and sworn to before me this 16 day of December 2010

My Commission expires April 28, 2014

AFFIX SEAL HERE



Deseree Caver

DESEREE CAVER
Notary Public, State of Ohio
My Commission Expires 04 28, 2014



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

**Request for
 Quotation**

RFQ NUMBER
6610C026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

PURCHASING

*709030104 800-600-7258
 CARGILL INC DEICING TECHNOLOGY
 24950 COUNTRY CLUB BLVD #450
 NORTH OLMSTED OH 44070

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/30/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		915-28-07-001		
<p>SODIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE SUPPLY OF SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AND THE WEST VIRGINIA PARKWAY AUTHORITY AT THE LOCATIONS LISTED IN THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED

2010 JUN 15 P 2:15

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bratt Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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RFQ NUMBER
 6610C026

PAGE
 2

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VENDOR

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05/30/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFO NUMBER
6610C026

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

***709030104 800-600-7258**
CARGILL INC DEICING TECHNOLOGY
24950 COUNTRY CLUB BLVD #450

NORTH OLMSTED OH 44070

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Butt T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
4

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*709030104

800-600-7258
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BID OPENING DATE: 06/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Brett T. Miller</i> SIGNATURE</p> <p style="text-align: center;">Cargill Incorporated Deicing Technology Business Unit COMPANY</p> <p style="text-align: center;">June 14, 2010 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFO NUMBER
6610C026

PAGE
5

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VENDOR

*709030104 800-600-7258
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BID OPENING DATE: 06/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 6610C026</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett J. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

RFQ NUMBER
6610C026

PAGE
6

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304-558-2402

PURCHASER

*709030104 800-600-7258
CARGILL INC DEICING TECHNOLOGY
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05/30/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		06/16/2010
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
						888-739-8705
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
						Brett Miller
				***** THIS IS THE END OF RFQ 6610C026 ***** TOTAL: _____		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brett T. Miller</i>	TELEPHONE 800-600-7258	DATE June 14, 2010
TITLE Team Leader	FEIN 41-0177680	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. SPECIFICATIONS

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

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

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

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

West Virginia Division of Highways
Engineering Division, Technical Division
Building 5, Room A-650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
Phone: 304-558-2885

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

2. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of eighty-five (85) percent of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of one hundred and ten percent (110%) of the total estimated award quantity stated in this contract. Quantities purchased F.O.B. Vendor's Storage Site will not be included in the acceptance and delivery guarantee. All guaranteed deliveries shall be completed prior to March 15, 2011.

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

3. BIDDING INSTRUCTIONS

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

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

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

4. CONTRACT AWARD

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

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

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

5. DELIVERY

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

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

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

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

6. SAMPLING AND TESTING

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

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

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

7. WEIGHING MATERIALS DELIVERED BY TRUCK

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

8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

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

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

***** SEE BELOW *****

9. VENDOR'S INVOICES

Vendor's are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a) All weight ticket numbers for material delivered during the invoicing period.
- b) Division of Highways' State Contract Purchase Order (SCO) number, and this contract number.
- c) Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weight tickets).

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

***** SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

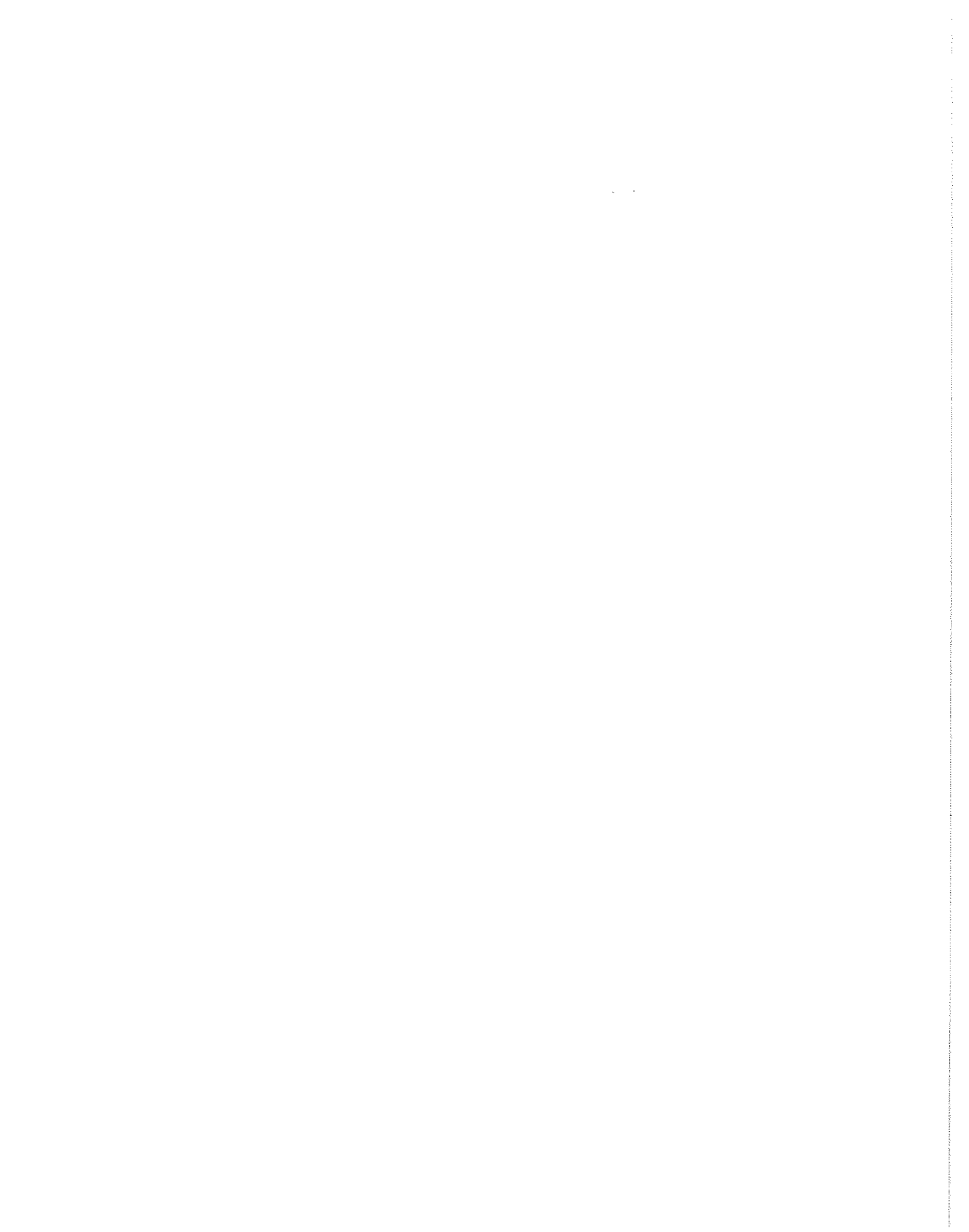
DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Calhoun	Millstone	1500	<u>\$78.16</u>
Pleasants	Belmont	2000	<u>\$71.21</u>
Ritchie	APD 50 @ Ellenboro	2500	
Ritchie	Ellenboro	3000	
Ritchie	Corridor D @ Nutter Farm	800	
			<u>\$77.39</u>
Roane	Lefthand @ WV 36	750	
Roane	Amber Hill @ US 119	400	
Roane	Spencer	1500	<u>\$71.31</u>

NOTE: Vendor should type Bid Schedule

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

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS



10. BID SCHEDULE

Delivery: F O B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Doddridge	Smithburg	1700	<u>\$79.16</u>
Harrison	Gore	4000	
Harrison	Saltwell	1000	
Harrison	I-79 @ Lost Creek	2500	
APD 50	Tunnel Hill	2500	<u>\$66.10</u>
Marion	Fairmont	2000	
Marion	Mannington	1200	
			<u>\$68.00</u>
Monongalia	I-79 @ Goshen Rd.	2500	
Monongalia	Ridgedale	3700	
Monongalia	Pentress	1600	<u>\$64.62</u>
Preston	Bruceton Mills	10500	
Preston	Albright	2500	
Preston	Bruceton	1600	
Preston	Terra Alta	1200	
Preston	Fellowsville	1400	
Preston	Aurora	2000	
I-68	Cooper's Rock	4000	<u>\$64.84</u>
Taylor	Fetterman/Prunytown	2500	
SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS			<u>\$72.11</u>

10. BID SCHEDULE

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Grant	Petersburg	1000	
Grant	Mt. Storm	2000	
			<u>\$78.81</u>
Mineral	New Creek	900	
Mineral	Sky Line	1000	
Mineral	Short Gap	750	
Mineral	District Headquarters	500	
			<u>\$79.21</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Fayette	Oak Hill	1000	
Fayette	Corridor L @ Oak Hill	1000	
Fayette	Lookout	2000	
Fayette	Falls View	500	<u>\$75.18</u>
Greenbrier	Lewisburg	1200	
Greenbrier	Crawley	2000	
Greenbrier	I-64 @ Harts Run	1500	<u>No Bid</u>
Monroe	Union	1000	
Monroe	Peterstown	400	<u>No Bid</u>
Nicholas	Summersville	2000	
Nicholas	Curtin	1200	
Nicholas	Corridor L @ Muddlety	2000	<u>\$80.87</u>
Summers	Hinton	2000	<u>No Bid</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton @ WV 20	3500	
Mercer	Flat Top	900	
Mercer	I-77 @ Princeton	2000	<u>No Bid</u>
Raleigh	Skelton	3000	
Raleigh	Bolt	1500	
Raleigh	I-64 @ Bragg	3000	<u>\$76.85</u>
Wyoming	Pineville	2500	
Wyoming	Still Run	950	
Wyoming	Hanover	500	<u>\$79.60</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

10. BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

WV Turnpike

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton	1500	<u>No Bid</u>
Raleigh	Beckley	8500	
Raleigh	Ghent	5000	<u>\$76.85</u>

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

BIDDING FOR VENDORS STORAGE LOT

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

<u>Location of Storage Site</u>	<u>Bid Price (\$/Ton) F.O.B. Vendor's Storage Site (Note 1)</u>
<u>West Elizabeth, OH</u>	<u>\$85.00</u>
<u>Ironton, WV</u>	<u>\$85.00</u>
<u>Baltimore, MD</u>	<u>\$85.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

SUPPLYING OTHER ORGANIZATIONAL ENTITIES: CARGILL WILL REVIEW ON A CASE BY CASE BASIS

EVIDENCE OF CASUALTY INSURANCE

POLICY YEAR
06/01/10-06/01/11

PRODUCER
Hays Companies
IDS Center, Suite 700
80 South 8th Street
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:	National Union Fire Insurance Company
INSURER B:	Commerce & Industry Insurance Company
INSURER C:	Insurance Company of the State of Pennsylvania
INSURER D:	Illinois National Insurance Company
INSURER E:	New Hampshire Insurance Company
INSURER F:	Chartis Casualty Company

INSURED

CARGILL, INCORPORATED,
ITS SUBSIDIARIES, AND BUSINESS UNITS
PO BOX 5612, MS-12
MINNEAPOLIS, MN 55440-5612

COVERAGES

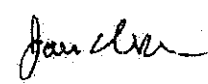
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE DISPENSED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES 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	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL4309821	06/01/10	06/01/11	EACH OCCURRENCE	\$10,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	NONE
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	NONE
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	10,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$100,000,000
						PRODUCTS-COMP/OP AGG	\$100,000,000
A A A		AUTOMOBILE LIABILITY	CA3482117 (AOS)	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea Accident)	\$10,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS	CA3482116 (VA)	06/01/10	06/01/11	BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		CARGO LEGAL LIABILITY AND CONTINGENT CARGO LEGAL LIABILITY					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC020342710 (CA)	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B			WC020342711 (FL)	06/01/10	06/01/11	E.L. EACH ACCIDENT	\$5,000,000
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO	WC020342712 (OR)	06/01/10	06/01/11	E.L. DISEASE - EA EMPLOYEE	\$5,000,000
C		If yes, describe under SPECIAL PROVISION BELOW	WC020342719 (AOS)	06/01/10	06/01/11	E.L. DISEASE - POLICY LIMIT	\$5,000,000
D			WC020342716 (MI)	06/01/10	06/01/11		
E			WC020342713 (MN)	06/01/10	06/01/11		
F			WC020342714 (AR GA KS)	06/01/10	06/01/11		
E			WC020342715 (TX)	06/01/10	06/01/11		
E		OTHER	WC020342717 (MA, ND, NY, WA, WI, WY)	06/01/10	06/01/11	Per WC/EL Limits Above	
A		EXCESS WORKERS COMPENSATION	WC0910577 (OH, USLH)	06/01/10	06/01/11	Statutory Excess \$1,000,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE ATTACHED ADDENDUM

AUTHORIZED SIGNATURE



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

A Partial Listing of U.S. Subsidiaries and Business Units insured by the general liability and automobile policies includes (but is not limited to):

Cargill AgHorizons
 Cargill Animal Nutrition
 Cargill Case Ready
 Cargill Cocoa and Chocolate
 Cargill Corn Milling North America
 Cargill Deicing Technology
 Cargill Dressings, Sauces & Oils
 Cargill Dry Corn Ingredients, Inc.
 Cargill Financial Services Corporation
 Cargill Flavor Systems
 Cargill Food Distribution
 Cargill Grain and Oilseeds North America
 Cargill Health & Nutrition
 Cargill Kitchen Solutions, Inc.
 Cargill Malt
 Cargill Marine and Terminal, Inc.
 Cargill Meat Logistics Solutions, Inc.
 Cargill Meat Solutions Corporation
 Cargill Pork
 Cargill Pork, LLC
 Cargill Regional Beef
 Cargill Salt
 Cargill Specialty Canola Oils
 Cargill Texturizing Solutions
 Cargill Turkey Production, LLC
 Cargill Value Added Meats-Food Service
 Cargill Value Added Meats-Retail
 G & M Stevedoring Co., Inc.
 Horizon Milling, LLC (JV)
 Wilbur Chocolate Co., Inc.

PLEASE NOTE: Cargill 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 WC0910577 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 policies listed in the preceding page insure 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 07 04) is provided to designated vendors of the Named Insured as described above.
- Under the General Liability and 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 policy, a Waiver of Subrogation is provided if required in a written contract with the Named Insured as described above.
- Contractual Liability is included under the Commercial General Liability policy.



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from a domal salt deposit in Louisiana by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is loaded directly into barges.

COMPLIANCE:

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

ADDITIONAL:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by barge.

METHODS OF ANALYSIS:

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	98.9	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	0.30	-
Sulfate (as SO ₄) ¹	%	0.74	-
Water Insolubles ¹	%	0.07	2.0 max.
Surface Moisture ²	%	0.02	0.1 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	79	20 - 90
8	0.0937	2360	42	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	74	70 - 78
Grams per Liter	1185	1120 - 1250

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

PRODUCING LOCATION: AVERY ISLAND, LA
No. 5701 Revised May 2007
Product Code N997

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

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



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

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

COMPLIANCE:

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

ADDITIVES:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

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

METHODS OF ANALYSIS:

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

CARGILL SALT

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

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

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	95.8	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	1.1	-
Sulfate (as SO ₄) ¹	%	2.7	-
Water Insolubles ¹	%	0.4	2.0 max.
Surface Moisture ²	%	0.1	1.0 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	71	20 - 90
8	0.0937	2360	39	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	75	71 - 79
Grams per Liter	1200	1135 - 1265

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

PRODUCING LOCATION: CLEVELAND, OH

No. 4700 Revised May 2007



Material Safety Data Sheet

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

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

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

2. COMPOSITION/INFORMATION ON INGREDIENTS

Description
White crystalline solid

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

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

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

Potential Health Effects

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

Human Effects and Symptoms of Overexposure:

Acute Inhalation: Irritation of the respiratory tract

Chronic Inhalation: No applicable information found for chronic system effects

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

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

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

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

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

Chronic Ingestion: No applicable information found for chronic systemic effects

Carcinogenicity

NTP: Not listed as carcinogen or mutagen

IARC: Not listed as carcinogen or mutagen

OSHA: Not listed as carcinogen or mutagen

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

4. FIRST AID MEASURES

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

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

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

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

5. FIRE AND MEASURES

Flash Point: N/A

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

Special Fire Fighting Procedures: N/A

6. ACCIDENTAL RELEASE MEASURES

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

7. HANDLING AND STORAGE

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

Special Sensitivity: Avoid contact with strong acids.

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

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

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

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

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

Exposure Limits: Not listed

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Form: White crystalline solid with slight halogen odor

Color: White to opaque.

Odor: Halogen odor when heated

Boiling Point (760mm Hg)(°C): 1465

Melting Point/Freezing Point (°C): 801

pH: 6.7 – 10.0

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

Specific Gravity (H₂O = 1): 2.16

Bulk Density (lbs./ft³): 35-83

% Volatile by Weight: N/A

Vapor Pressure (mm Hg/747°C): 2.4

Vapor Density (Air=1): N/A

10. REACTIVITY

Stability: Stable

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

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

11. TOXICOLOGICAL INFORMATION

Description: Not listed

12. ECOLOGICAL INFORMATION

Ecotoxicity: Not listed

Environmental Degradation: Not listed.

13. DISPOSAL CONSIDERATIONS

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

14. TRANSPORTATION INFORMATION

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

Technical Shipping Name: Not listed

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

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

Product Rq (lbs.): N/A

D.O.T. Label: Not listed.

D.O.T. Placard: N/A

Freight Class Bulk: N/A

Freight Class Package: N/A

Product Label: N/A

15. REGULATORY INFORMATION

OSHA Status: Not listed

TSCA Status: Listed as non-hazardous

CERCLA Reportable Quantity SARA Title III
Section 302 Extremely Hazardous Substances: Not listed

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

Section 313 Toxic Chemicals: Not listed

RCRA Status: Not listed

EINECS Number: 231-598-3

ENCS Number: 1-236

ECL Serial Number: KE-31387

SWISS Number: G-2580

HMIS Rating: 1 0 0 A

State Regulatory Information

Company Name/Cas Number	Concentration	State Code
N/A		

16. OTHER INFORMATION

Reason for Issue: Regulatory compliance.

Prepared By:	Steve Karl
Approved By:	Richard Scarsella
Title:	Technical Director
Approval Date:	February 2009
Supersedes Date:	May 2007
MSDS Number:	NB2

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

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

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

POWER OF ATTORNEY

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

Hilary Amos	Robin Fugo	Lisa Montonaro
Donna Bidak	Chris Gampfer	Jean Pereira
Tom Blackman	Nadine Gilbert	Angele Peterson
Gloria Bohman	Kenneth G. Howe	Monica Sue Pefkac
Marjorie E. Bonner	Gail Hubbell	Stewart Petrick
David Bryden	Robin Kiewatt	Sean M. Riley
Stanley Carlin	Mary Kleiner	Christine M. Rupert
Deseree Caver	Phillip E. Knapp	Andrew Samson
Carol Chandler	Denise A. Koch	Jeanne Schulz
Annette Cillian	Sarah Liederbach	Rosemary Schwarz
Tony DiPietro	Mildred Lindsey	Amanda Secord
Ken Ellen	Alison Marincek	Jennifer Tyminski
Joshua D. Evcic	David Marshall	Kent Watson
Dale Fehrenbach	Bill Miller	Gord Williams
Jason Fenske	Brett Miller	Irving Williamson
Jeanne Fredexicy	Jacques Moniere	Ellen Ziegman

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its President, Deicing Technology, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 16th day of April, 2009

Cargill, Incorporated

By: 

Dale A. Fehrenbach, President, Deicing Technology

Attest: 

Jeanne Y. Smith, Assistant Corporate Secretary

STATE OF OHIO

) ss

COUNTY OF CUYAHOGA

On June 14, 2010, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Brett T. Miller 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.

Deseree Caver

Notary Public



DESEREE CAVER
Notary Public, State of Ohio
My Commission Expires 04 28, 2014

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

- 2. Application is made for 2.5% resident vendor preference for the reason checked:
N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 3. Application is made for 2.5% resident vendor preference for the reason checked:
N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

- 4. Application is made for 5% resident vendor preference for the reason checked:
N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

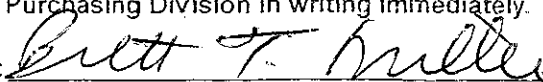
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if for purposes of producing or distributing the commodities or completing the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

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

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

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

Bidder: Cargill Incorporated Deicing Technology Business Unit

Signed: 

Date: June 14, 2010

Title: Central Region Team Leader

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

RFQ No. 6610C026

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Cargill Incorporated Deicing Technology Business Unit

Authorized Signature: Brett T. Miller Date: June 14, 2010

State of Ohio Brett T. Miller

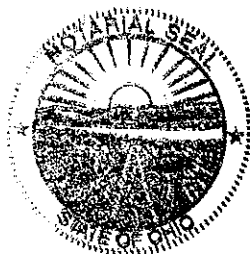
County of Cuyahoga, to-wit:

Taken subscribed, and sworn to before me this 14 day of December, 2010

My Commission expires April 28, 2014

AFFIX SEAL HERE

NOTARY PUBLIC Deseree Caver



DESEREE CAVER
Notary Public, State of Ohio
My Commission Expires 04 28, 2014