



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

VENDOR

*709024931 312-807-2712
 MORTON SALT DIV MORTON INTL
 123 N WACKER DR
 CHICAGO IL 60606-1743

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 16 AM 11:13
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	THOMAS J. BUTLER	TELEPHONE 1/800-433-7258 Ext 2233	DATE 6/11/2010
TITLE Director, Highway Ice Control Sales & Marketing	FEIN FEDERAL ID # 36-4140798	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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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>Thomas J. Butler</i>	NAME Thomas J. Butler	TELEPHONE 1/800-433-7258 Ext 2233	DATE 6/11/2010
TITLE Director Highway Ice Control Sales & Marketing	FEIN	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE

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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>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: NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Thomas J. Butler</i>	TELEPHONE	1/800-433-7258 Ext 2233	DATE	6/11/2010
TITLE	Director Highway Ice Control Sales & Marketing	FEIN	FEDERAL ID # 36-4140798	ADDRESS CHANGES TO BE NOTED ABOVE	

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RODZEV

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	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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... 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>Thomas J. Butler</i>	TITLE Director Highway Ice Control Sales & Marketing	FEIN FEDERAL ID # 36-4140798	TELEPHONE 1/800-433-7258 Ext 2233	DATE 6/11/2010
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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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 	Thomas J. Butler	TELEPHONE 1/800-433-7258 Ext 2233	DATE 6/11/2010
TITLE Director Highway Log Control Sales & Marketing	FEIN	FEDERAL ID # 36-4140798	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.

MORTON SALT

A K+S Group Company

June 11, 2010

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street – East
Charleston, WV 25305-0130

Re: RFQ# 6601C026

Page 9, Item 8: Supplying Other Organizational Entities

Morton Salt will consider extending pricing to other organizational entities on a case by case basis.



8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

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

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

9 VENDOR'S INVOICES

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

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

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

10. BID SCHEDULE (Continued)

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>\$70.61</u>
Pleasants	Belmont	2000	<u>\$66.16</u>
Ritchie	APD 50 @ Ellenboro	2500	
Ritchie	Ellenboro	3000	
Ritchie	Corridor D @ Nutter Farm	800	
			<u>\$65.11</u>
Roane	Lefthand @ WV 36	750	
Roane	Amber Hill @ US 119	400	
Roane	Spencer	1500	<u>\$70.18</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

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>\$64.42</u>
Harrison	Gore	4000	
Harrison	Saltwell	1000	
Harrison	I-79 @ Lost Creek	2500	
APD 50	Tunnel Hill	2500	<u>\$61.86</u>
Marion	Fairmont	2000	
Marion	Mannington	1200	
			<u>\$62.54</u>
Monongalia	I-79 @ Goshen Rd.	2500	
Monongalia	Ridgedale	1700	
Monongalia	Pentress	1600	
			<u>\$59.26</u>
Preston	Brueton Mills	10500	
Preston	Albright	2500	
Preston	Brueton	1600	
Preston	Terra Alta	1200	
Preston	Fellowesville	1400	
Preston	Aurora	2000	
I-58	Cooper's Rock	4000	
			<u>\$60.60</u>
Taylor	Fetterman/Brumtown	2500	
			<u>\$63.52</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>\$68.21</u>
Mineral	New Creek	900	
Mineral	Sky Line	1000	
Mineral	Short Gap	750	
Mineral	District Headquarters	500	
			<u>\$65.73</u>

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>\$69.17</u>
Greenbrier	Lewisburg	1200	
Greenbrier	Crawley	2000	
Greenbrier	I-64 @ Harts Run	1500	<u>\$77.39</u>
Monroe	Union	1000	
Monroe	Peterstown	400	<u>\$80.59</u>
Nicholas	Summersville	2000	
Nicholas	Curtin	1200	
Nicholas	Corridor L @ Muddlety	2000	<u>\$74.22</u>
Summers	Hinton	2000	<u>\$76.99</u>

10 BID SCHEDULE (Continued)

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

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMAIED NEEDS (TONS)	County Bid Price (PER TON)
Mercer	Princeton @ WV 20	3500	
Mercer	Flat Top	900	
Mercer	I-77 @ Princeton	2000	<u>\$77.99</u>
Raleigh	Skelton	3000	
Raleigh	Bolt	1500	
Raleigh	I-64 @ Bragg	3000	<u>\$73.40</u>
Wyoming	Pineville	2500	
Wyoming	Still Run	950	
Wyoming	Hanover	500	<u>\$76.95</u>

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>\$77.99</u>
Raleigh	Beckley	8500	
Raleigh	Ghent	5000	<u>\$73.40</u>

20 ton minimum dump truck delivery

BIDDING FOR VENDORS STORAGE LOT

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

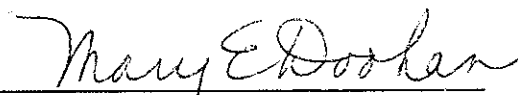
<u>Location of Storage Site</u>	<u>Bid Price (\$/Ton) F.O.B Vendor's Storage Site (Note 1)</u>	
Crescent, PA	\$75.00	10 ton minimum pick-up @ Crescent, PA and Portsmouth, OH
Portsmouth, OH	\$72.00	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

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

CERTIFICATION

I, Mary E. Doohan, Secretary of Morton International, Inc., an Indiana corporation (the "Company"), hereby certify that:

1. Attached hereto is a true and correct copy of resolutions entitled "Sales of Company Products" and "Other Contracts" duly adopted on May 13, 2008 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Mark L. Roberts is a duly elected and acting President, and Mary E. Doohan is a duly elected and acting Vice President of Morton International, Inc. as of the date hereof, and as such are duly authorized signatories in accordance with the resolutions described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization dated October 1, 2009 signed by Mark L. Roberts and Mary E. Doohan.



Mary E. Doohan
Secretary
Morton International, Inc.

Dated: June 11, 2010

Morton International, Inc.
Excerpt from Board of Directors' Meeting
May 13, 2008

Sales of Company Products

RESOLVED: That any two of the Chief Executive Officer, the President, Chief Financial Officer and any Vice President, are hereby authorized as they may deem necessary or advisable for the business of the Company to execute and deliver agreements, bids, contracts and other documents on behalf of the Company in any transaction involving the sale of Company product where the amount involved does not exceed \$50 million for any one year and \$100 million in total;

Other Contracts

RESOLVED: That any of the following officers, the Chief Executive Officer, the President, any Vice President, the Treasurer, the Controller, or the Secretary are hereby authorized as they may deem necessary or advisable for the business of the Company to


- (1) execute and deliver agreements, bids, contracts, deeds, powers of attorney and other documents on behalf of the Company in any matter where the amount involved does not exceed \$5,000,000 for agreements regarding the sale of the Company's products to its customers; and
- (2) designate others who may execute and deliver agreements, bids, contracts, deeds, powers of attorney and other documents on behalf of the Company for specifically named transactions or categories of transactions where the amount involved does not exceed \$5,000,000 for agreements regarding the sale of the Company's products to its customers.

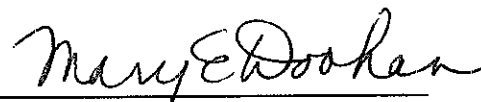
TO: Lisa F. Zumbach - Vice President, Industrial and Ice Control Sales and Marketing
Thomas J. Butler - Director Highway Ice Control Sales and Marketing
Anthony T. Patton - Manager Highway Ice Control

Pursuant to the authority granted by the Enabling Resolutions adopted by the Board of Directors of Morton International, Inc., on May 13, 2008;

You are hereby designated as persons authorized to execute and deliver any and all agreements, applications, bonds, certificates, or document of any kind necessary or advisable in furtherance of Morton Salt's interests, to the extent such document involves matters related to your responsibilities in the above-listed position; to the extent such document involves official bulk highway de-icing bids and contracts where the amount involved does not exceed \$50 million per year; being subject to the limitations set forth in any applicable Board of Directors' Resolution or published Morton Salt policy; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, amended or terminated.

Effective Date: October 1, 2009

Signed: 
Mark L. Roberts
President
Morton International, Inc.

Signed: 
Mary E. Doohan
Vice President
Morton International, Inc.

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: _____ Signed: _____

Date: _____ Title: _____

RFQ No. 6610C026

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

'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: Morton International Inc., Morton Salt Division

Authorized Signature: *Thomas J. Butler* Date: 6/11/2010

State of Illinois Thomas J. Butler
Director Highway Ice Control Sales and Marketing

County of Cook to-wit:

Taken, subscribed and sworn to before me this 11th day of June, 2010

My Commission expires 8/1/2013 20

AFFIX SEAL HERE

NOTARY PUBLIC *Carolyn M. Carter*

