

Purchasing Divison 2019 WashIngton Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 19 — Highways

Proc Folder: 335025

Doc Description: SODIUM CHLORIDE (ROADWAY SALT)

Proc Type: Central Master Agreement

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENLOR

Vendor Name, Address and Telephone Number:

Compass Minerals America Inc. 9900 W 109th St., Suite 100 Overland Park, KS 66210 913-344-9346

> 07/25/17 09:35:40 WW Purchasina Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN# 48-1047632

DATE 07/24 /2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract for Sodium Chloride - Roadway Salt for use in Snow Removal and Ice Control throughout the state of West Virginia, delivered by the Vendor to specific WVDOH delivery/storage location sites or to be picked up by WVDOH forces from the Vendors' storage sites when delivery is not feasible, per attached documents.

INVOICE TO	A CONTRACTOR OF THE PARTY OF TH	SHP TO	
VARIOUS AGENCY LO AS INDICATED BY OF		STATE OF WEST VIRI VARIOUS LOCATIONS	GINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A & Exhibit_B Pricing Page(s)	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
46161506				

Extended Description:

SODIUM CHLORIDE (ROADWAY SALT) PER THE ATTACHED PRICING PAGES

Note: Vendor shall use Exhibit_A and Exhibit_B Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit_A and Exhibit_B Excel pages and must attach with bid.

See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

<u>Line</u> 1 <u>Event</u>

Technical Questions due by:

Event Date

2017-07-18

	Document Phase	Document Description	Page 3
DOT1800000003	Final	SODIUM CHLORIDE (ROADWAY SALT)	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 18, 2017

Submit Questions to: Mark Atkins, Senior Buyer 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Mark.A.Atkins@wv.gov

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Road Salt BUYER: Mark Atkins, File#33

SOLICITATION NO.: CRFQ 0803 DOT1800000003

BID OPENING DATE: July 26, 2017 BID OPENING TIME: 1:30pm EST FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding
to a request for proposal, the	Vendor shall submit one original technical and one original cost
proposal plus N/A	convenience copies of each to the Purchasing Division at the
address shown above. Addition	onally, the Vendor should identify the bid type as either a technica
or cost proposal on the face o as follows:	f each bid envelope submitted in response to a request for proposa
BID TYPE: (This only applie	s to CRFP)
□ Technical	
Cost	

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

Bid Opening Date and Time: July 26, 2017 @ 1:30pm EST

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

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disgualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

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

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

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

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: This Contract becomes effective on upon award and extends for a period of until June 30, 2018 year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twenty-four (24) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below. BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. PERFORMANCE BOND: The apparent successful Vendor shall provide a performance . The performance bond must be received by the bond in the amount of

Purchasing Division prior to Contract award. On construction contracts, the performance bond

must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
☐ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not

Revised 07/07/2017

that requirement is listed above.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1.000.000.00
Automobile Liability Insurance in at least an amount of:
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
Commercial Crime and Third Party Fidelity Insurance in an amount of:
Cyber Liability Insurance in an amount of:
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

- 9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- **14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- **20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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

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

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

- 33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

- 39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- **40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing requisitions@wv.gov</u>.
- **42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically subcontractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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

(Name, Title)
Doug Duer Y
(Printed Name and Title)
9900 W. 109th St., Overland Park, 45 (ale 240
(Address)
913.344.9346 913.339.7946
(Phone Number) / (Fax Number)
diferd@companimerals.com
(email address)

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

Company Minerala America Inc.
(Company)
(Authorized Signature) (Representative Name, Title)
Jon Schnieckers VP of Sales
(Printed Name and Title of Authorized Representative)
7/24/2017 (Date)
(Date)
913.344.9346 913.338.7946
(Phone Number) (Fax Number)

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract for Sodium Chloride - Roadway Salt for use in Snow Removal and Ice Control throughout the state of West Virginia, delivered by the Vendor to specific WVDOH delivery/storage location sites or to be picked up by WVDOH forces from the Vendors' storage sites when delivery is not feasible.

This contract shall become effective upon award and extends until June 30, 2018; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office limited to two successive one-year periods.

The WVDOH <u>will not</u> consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1** "Contract Item" or "Contract Items" means the list of items identified in Section 3.2.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and Exhibit B, and used to evaluate the Solicitation.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "ASTM" used throughout this Solicitation means the American Society for Testing and Materials. Reference: www.astm.org.
 - 2.6 "MSDS" used throughout this Solicitation means Materials Safety Data Sheet.
 - **2.7** "free-flowing" used throughout this Solicitation means easy continuous natural progression movement without stoppage.

- 2.8 "Contractor", "Vendor" or "Supplier" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.9 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs 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, 109.20 and 308.5.

A hard copy of the Standard Specs may be purchased from:

West Virginia Division of Highways Contract Administration Building 5, Room 722 1900 Kanawha Boulevard, East Charleston, West Virginia 25305 (Phone) 304-558-2885

An electronic copy of the Standard Specs may be obtained by sourcing: http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx

NOTE: The requirements of Standard Specs section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, shall apply to all material supplied under this contract.

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.2.1 Materials: Sodium Chloride shall conform to the requirements of the most current version of ASTM D632. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

- 3.2.2 Anti-Clumping Material: If an anti-clumping agent is to potentially be applied to Sodium Chloride that will be shipped to any WVDOH delivery/storage location site covered by this contract or that may be picked up by WVDOH forces from a Vendor's storage site, the Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.
- 3.2.3 Sampling and Testing: Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH
Materials Control, Soils and Testing Division
190 Dry Branch Road

Charleston, WV 25306 Phone: 304-558-3175

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

3.2.4 Moisture Content: All material shall be covered in transit. Moisture content shall not exceed 2.0% by weight for stockpile delivery. Laboratory testing for moisture shall be administered in accordance with ASTM E534 at any time during the delivery.

Any delivery of Sodium Chloride that does not appear, by visual inspection of the WVDOH District Manager or designee, such as material being saturated/free flowing with water, to meet ASTM E534 will be sampled and tested by the WVDOH. Three samples, one each from the top, middle and bottom of the load, will be pulled by WVDOH personnel, witnessed and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and will be notified of test results within seven (7) days of completion of moisture content testing. Upon testing, the supplier shall be responsible for the weight of water contained in each delivery that is greater than 2.0%. If the moisture content is greater than 2.0%, that amount by weight shall be deducted from payment. Price adjustment formula shall be calculated as the following:

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

75 times \$45.00 equals \$3,375.00

Compass Minerals America Inc.

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\$3,375.00 times .0150 equals \$50.63 for the total price adjustment. \$3,375.00 less \$50.63 for a total adjusted delivery price of \$3,324.37

The WVDOH reserves the right to reject, at the discretion of the WVDOH District Manager or designee, materials not found in compliance with the requirements of ASTM E534 and/or if the moisture content is greater than 2.0% or accept the delivery and exercise the price adjustment penalty.

Rejected deliveries will be returned to the supplier at the expense of the supplier in accordance with Section 6.5 of the contract specifications.

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

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for Sodium Chloride for all WVDOH delivery/storage location sites.
 - A Contract shall be awarded to the Vendor(s) that provide Sodium Chloride meeting the required specifications for those counties for which their bid is lowest per Pricing Pages, Exhibit A.
 - A Contract shall be awarded to any Vendor that submits a bid price per Pricing Page, Exhibit B for pickup by WVDOH forces from the Vendors' storage site. Pickup by WVDOH forces shall only be used by the WVDOH due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

4.2 Pricing Pages:

4.2.1 Vendor should complete Pricing Pages, Exhibit A, by providing delivery Unit Prices for Sodium Chloride, per County. Then multiply the Unit Price by the Estimated Quantity and enter the amount into the Extended Cost box. Vendors may bid any or all Counties on Pricing Pages, Exhibit A. Vendor shall submit one bid price for a specific County which shall include all that County's delivery/storage location sites at one unit price per County.

Pricing Pages, Exhibit A, contains a list of delivery/storage location sites, per County, per District with estimated usage quantities. Purchase/delivery guarantee is per Section 6.2.

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Sodium Chloride - Roadway Salt

4.2.2 Due to unforeseen circumstances, if the need should arrive for the WVDOH Forces to pick up Sodium Chloride from a Vendor's storage site(s), if the Vendor agrees to provide the pickup option to the WVDOH, the Vendor should provide pickup unit prices by completing Pricing Page, Exhibit B. Vendor should also provide the storage site's 911 address or most recent physical address on Pricing Page, Exhibit B.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov

4.3 An information spreadsheet is attached (Attachment_1) providing WVDOH Delivery/Storage Location Site information to the Vendors with on-site contact information and billing information. This spreadsheet may be updated by the WVDOH at any time during the term of this contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY, GUARANTEE AND RETURN:

6.1 Delivery: A Delivery Order will be issued to the awarded Vendor at the time delivery is needed. There is no typical or average order size.

Shipments for delivery to any WVDOH delivery/storage location site covered by

this contract shall be delivered in bulk.

- When a Delivery Order is issued to an awarded Vendor from the inception date of the contract through September 30, 2017, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.
- When a Delivery Order is issued to an awarded Vendor, from October 1, 2017 through March 15, 2018, a delivery date of four (4) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

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

• When a Delivery Order is issued to an awarded Vendor, from March 16, 2018 through June 30, 2018, a delivery date of ten (10) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

Original delivery tickets for each delivered load to the WVDOH delivery/storage location sites must be signed and retained by a WVDOH representative at the delivery/storage location site.

6.2 Delivery Guarantee: The WVDOH guarantees acceptance of 80% of the total estimated quantity awarded to a Vendor. The Vendor shall guarantee delivery, as requested by the WVDOH, of 120% of the total estimated quantity award to a Vendor. All guaranteed Delivery Orders shall be issued to the awarded Vendor no later than June 30, 2018. All guaranteed deliveries shall be completed prior to June 30, 2018 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.

NOTE:

Any submitted maximum volume limit or cap from a Vendor other than what is guaranteed in the previous paragraph could result in the Vendor's bid not meeting the requirements of Section 6.2 and may result in the Vendor's bid being disqualified.

<u>Conditions may dictate adjustment of the actual quantities delivered to specified delivery/storage location sites which have been awarded to a Vendor.</u>

Due to the demographics of the State, the WVDOH cannot determine nor predict the amount of snow and/or ice in one area compared to another area.

EXAMPLE OF THE GUARANTEE: The total estimated quantity on this Contract is 152,875 tons. If one Vendor is awarded 43,000 total tons, the WVDOH guarantees acceptance of 34,400 total tons (80%) while the same Vendor shall guarantee delivery of 51,600 total tons (120%). Acceptance and delivery tonnage shall be considered total tonnage awarded to that Vendor, not per District, County and/or WVDOH Delivery/Storage Location Site.

6.3 Late or Inability to Delivery: The Agency placing a Delivery Order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2017 through March 15, 2018 and an alternative delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order and proceed to obtain the required quantity of Sodium Chloride from an alternative economical source.

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

The quantity, required to fulfill the canceled Delivery Order obtained through an alternate economical source, will be deducted from the awarded Vendor's 80% guaranteed minimum quantity.

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

The WVDOH reserves the right to invoice the awarded Vendor the difference in

cost from that Vendor's price and the alternative economical source's price. In addition to the difference in cost, the WVDOH may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the cancelled Delivery Order.

- 6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's Delivery/Storage location site. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D632 and ASTM E534 or it will be denied receipt. Arrangements shall be made by the Vendor for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for the delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 7. PICKUP OPTION: Due to unforeseen circumstances, when delivery by the Vendor is not feasible to meet an immediate need, the WVDOH Forces may pick up Sodium Chloride from a Vendor's storage site(s). There is no typical size or average quantity for pickup. Contact with the Vendor shall be pursued by the WVDOH prior to issuance of a Delivery Order.
 - 7.1 Loading: Vendor shall include the cost of the Vendor loading the WVDOH truck in its bid price and it is not permitted to charge the Agency separately for any loading costs.

Compass Minerals America Inc.

CRFQ 0803 DOT1800000003 REQUEST FOR QUOTATION Sodium Chloride - Roadway Salt

8. VENDOR PERFORMANCE: Regarding the material requirement of Section 3.2 and the specific delivery requirements of Section 6, but not limited to, the Vendors shall be fully aware that the WVDOH shall report all negative incidents of vendor performance to the WV Purchasing Division. The WVDOH shall report such incidents on a Vendor Performance Report which shall provide a tracking mechanism on the performance of the Vendor or of its product.

Vendor performance and product quality is crucial to the administration of this contract. When these factors do not meet expectations, the WVDOH shall work with the Vendor to make all efforts to resolve the problem. After all attempts have failed by the WVDOH to resolve the issues with the Vendor, the Vendor Performance Report will immediately be submitted to the WV Purchasing Division for assistance in resolving the problem.

Situations where the Vendor has breached contract or established a pattern of poor performance, the WV Purchasing Division may cancel the contract and/or suspend the Vendor from further participation in the competitive bid process.

If the Vendor fails to honor any contractual terms or conditions, the WV Purchasing Division Director may suspend the Vendor as having exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the state. Poor performance includes, but is not limited to, a Vendor providing or furnishing commodities, materials or services late, or at a quantity or quality level below that which is specified in the contract.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - **9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **9.1.2** Failure to comply with other specifications and requirements contained herein.
 - **9.1.3** Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.
 - **9.1.4** Failure to remedy deficient performance upon request.

- 9.2 The following remedies shall be available to Agency upon default.
 - **9.2.1** Immediate cancellation of the Contract.
 - **9.2.2** Immediate cancellation of one or more delivery orders issued under this Contract.
 - **9.2.3** Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Doug Dyer
Telephone Number:	913-344-9346
Fax Number:	913-338-7945
Email Address:	dyerd@compassminerals.com

DISTRICT 1

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

Sodium Chloride WVD0
Delivery: F.O.B. WVDOH Delivery/Storage Location Site

	Delivery/Storage	Delivery/Storage Location Site						
County	Location Site	Physical Address Bill-to Address Contact Name Contact Phone Number/Email Address						
Boone	Clinton @ WV85	WV 85 above Van	203 DOH Garage Road	Keither Baisden	304-369-7808			
		Wharton, WV 25208	Danville, WV 25053		keither.r.baisden@wv.gov			
Boone	Rock Creek	203 DOH Garage Road	203 DOH Garage Road	Keither Baisden	304-369-7808			
		Danville, WV 25053	Danville, WV 25053		keither.r.baisden@wv.gov			
Boone	Seth	9288 Coal River Road	203 DOH Garage Road	Keither Baisden	304-369-7808			
		Seth, WV 25181	Danville, WV 25053		keither.r.baisden@wv.gov			
Clay	Widen Road & CR 11	4476 Triplett Ridge Road	4476 Triplett Ridge Road	Terry Legg	304-587-4241			
		Clay, WV 25043	Clay, WV 25043	""	terry.a.legg@wv.gov			
Clay	Maysel	Route 4	4476 Triplett Ridge Road	Terry Legg	304-587-4241			
		Maysel, WV 25133	Clay, WV 25043		terry.a.legg@wv.gov			
Kanawha	Chelyan	14987 MacCorkle Avenue	1334 Smith Street	Debbie Carrow	304-595-1313			
		Cabin Creek, WV 25035	Charleston, WV 25301		debbie.j.carrow@wv.gov			
Kanawha	Elkview	115 Frame Road	115 Frame Road	Gwynne Dillard	304-965-2860			
12		Elkview, WV 25071	Elkview, WV 25071		gwynne.l.dillard@wv.gov			
Kanawha	North Charleston	2800 W. Washington	2800 W. Washington	Mike Welch	304-744-3050			
12		Charleston, WV 25387	Charleston, WV 25387		michael.t.welch@wv.gov			
Kanawha	St. Albans	2334 MacCorkle Avenue	2334 MacCorkle Avenue	Randy Hammond	304-722-0600			
IZ-i	101000	St Albans, WV 25177	St. Albans, WV 25177		randy.d.hammond@wv.gov			
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	2266 Pennsylvania Avenue	2266 Pennsylvania Avenue	Andy Estep	304-342-2520			
Kanada -	11.77 6 01 111	Charleston, WV 25302	Charleston, WV 25302		andy.l.estep@wv.gov			
Kanawha	I-77 @ Sissonville	36 Allen Fork Road	36 Allen Fork Road	Russ Hoover	304-988-3241			
Kanasuka	11.70 0 4	Sissonville, WV 25320	Sissonville, WV 25320		russell.d.hoover@wv.gov			
Kanawha	I-79 @ Amma	3134 Amma Road	3134 Amma Road	Kenny Miller	304-565-9801			
Vanauka	Ouridan O. O. Albarro	Amma, WV 25005	Amma, WV 25005		kenny.a.miller@wv.gov			
Kanawha	Corridor G @ Alum Creek	401 Champion Drive	401 Champion Drive	Jackie Blankenship	304-756-3634			
Mason	Clarina	South Charleston, WV 25309	South Charleston, WV 25309		jackie.p.blankenship@wv.gov			
IVIASOTI	Glenwood	WV Route 2	2702 Jackson Avenue	Ernie Watterson	304-675-0853			
Mason	Pt. Pleasant	Glenwood, WV 25520	Point Pleasant, WV 25550		ernie.p.watterson@wv.gov			
IVIASUII	rt. Fleasant	2702 Jackson Avenue	2702 Jackson Avenue	Ernie Watterson	304-675-0853			
Putnam	Red House	Point Pleasant, WV 25550	Point Pleasant, W/V 25550		ernie.p.watterson@wv.gov			
rumam	ned nouse	Route 62 Box 2	3526 Teays Valley Road	Eddie Smithers	304-586-2023			
Putnam	Hurrisons @ Dt 24	Red House, WV 25168	Hurricane, WV 25526		james.e.smithers@wv.gov			
rumani	Hurricane @ Rt. 34	3256 Teays Valley Road	3256 Teays Valley Road	Eddie Smithers	304-586-2023			
Putnam	I 64 @ Coons Creak	Hurricane, WV 25526	Hurricane, WV 25526		james.e.smithers@wv.gov			
rumanı	I-64 @ Scary Creek	704 Winfield Road	704 Winfield Road	Rick Hazlewood	304-759-0713			
Putnam	IJC 25 Everiede Buttern	St. Albans, WV 25177	St. Albans, WV 25177		rick.e.hazlewood@wv.gov			
rulliam	US 35 Frazier's Bottom	US 35 Lat 38 34' 39.71"N	70 Winfield Road	Raine Beller	304-759-0713			
		Longitude 82 00' 54.58" W	St. Albans, WV 25177		raine.o.beller@wv.gov			

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 2 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICT 2	Delivery: F.O.B. WVDOH Delivery/Storage Location Site						
	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address	
Cabell	Barboursville	6200 Route 60 East	P.O. Box 880	Candis Adkins	304-736-3111	candis.d.adkins@wv.gov	
		Barboursville, WV 25504	Huntington, WV 25712	Elisa Perry	304-528-5674	elisa.m.perry@wv.gov	
Cabell I-64 @ Huntington	-64 @ Huntington	3100 16th Street Road	P.O. Box 880	Bobby Smith	304-528-5669	bobby.g.smith@wv.gov	
		Huntington, WV 25704	Huntington, WV 25712	Ronald Bowen	304-528-5669	ronald.l.bowen@wv.gov	
Lincoln	West Hamlin	7338 State Route 10	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov	
		West Hamlin, WV 25571	Huntington, WV 25712	Elisa Perry	304-824-3434	elisa.m.perry@wv.gov	
	Yawkey	WV State Route 3	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov	
		Yawkey, WV 25573	Huntington, WV 25712	Elisa Perry	304-824-3434	elisa.m.perry@wv.gov	
Lincoln Harts	Harts	McClellan Highway	P.O. Box 880	Glenna Eplin	304-528-5685	glenna.eplin@wv.gov	
		Harts, WV 25524	Huntington, WV 25712	Elisa Perry	304-824-3434	elisa.m.perry@wv.gov	
Logan	Corridor G @ Chapmanville	8100 Old Logan Road	P.O. Box 880	Elizabeth Spry	304-528-5684	elizabeth.a.spry@wv.gov	
		Chapmanville, WV 25508	Huntington, WV 25712	Enoch Workman	304-792-7030	enoch.f.workman@wv.gov	
Logan	Wilkinson	127 Springfield Road	P.O. Box 880	Elizabeth Spry	304-792-7035	elizabeth.a.spry@wv.gov	
		Wilkinson, WV 25653	Huntington, WV 25712	Enoch Workman	304-528-5684	enoch.f.workman@wv.gov	
Logan	Man	4801 Buffalo Creek Road	P.O. Box 880	Elizabeth Spry	304-792-7035	elizabeth.a.spry@wv.gov	
		Amherstdale, WV 25607	Huntington, WV 25712	Enoch Workman	304-583-2188	enoch.f.workman@wv.gov	
Mingo	Corridor G @ Miller's Creek	1 Highway Garage Road	P.O. Box 880	Johnny Kirk	304-528-5682	johnny.m.kirk@wv.gov	
	Building #03011	Williamson, WV 25661	Huntington, WV 25712	Archie Williams	304-235-6060	archie.williams@wv.gov	
	Mingo County @Miller's Creek	1 Highway Garage Road	P.O. Box 880	Tenna Brinager	304-235-6003	tenna.c.brinager@wv.gov	
	Building #03025	Williamson, WV 25661	Huntington, WV 25712	Tristan Spaulding	304-528-5682	tristan.a.spaulding@wv.gov	
Mingo	Gilbert	US 52	P.O. Box 880	Tenna Brinager	304-235-6003	tenna.c.brinager@wv.gov	
		Gilbert, WV 25621	Huntington, WV 25712	Tristan Spaulding	304-528-5682	tristan.a.spaulding@wv.gov	
Wayne	Pritchard	1249 Prichard Road	P.O. Box 880	Ellen Spry	304-528-5681	ellen.e.dabney-spry@wv.gov	
		Prichard, WV 25555	Huntington, WV 25712	Kimberly Conway	304-486-5010	kimberly.j.conway@wv.gov	
Wayne	Wayne	326 Third Street	P.O. Box 880	Ellen Spry	304-528-5681	ellen.e.dabney-spry@wv.gov	
		Wayne, WV 25571	Huntington, WV 25712	Kimberly Conway		kimberly.j.conway@wv.gov	
Wayne	Crum	20351 Tolsia Highway	P.O. Box 880	Ellen Spry	304-528-5681	ellen.e.dabney-spry@wv.gov	
		Crum, WV 25669	Huntington, WV 25712	Kimberly Conway	304-393-2181	kimberly.j.conway@wv.gov	

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 3	Delivery: F.O.B. WVDOH Delivery	ery/Storage Location Site	/STURAGE LUCATION SITE A	DDUE99E9 WIND COMI	ACT INFURNATION		
	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Addres		
Calhoun	Millstone	7619 S. Calhoun Highway	624 Depot Street	Chris Carter	304-420-4710		
		Millstone, WV 25261	Parkersburg, WV 26101		chris.l.carter@wv.gov		
Jackson	Ripley	946 Claylick Road	624 Depot Street	Scott Whited	304-372-7857		
		Ripley, WV 25271	Parkersburg, WV 26101		scott.r.whited@wv.gov		
Jackson	I-77 @ Medina	2600 Medina Road	624 Depot Street	Dale Smith	304-420-4610		
		Ravenswood, WV 26164	Parkersburg, WV 26101		dale.g.smith@wv.gov		
Pleasants	Belmont	WV Route 2	624 Depot Street	Amanda Nichols	304-420-4705		
		Belmont, WV 26134	Parkersburg, WV 26101		amanda.l.nichols@wv.gov		
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road	624 Depot Street	John Barberio	304-659-3027		
		Pennsboro, WV 26415	Parkersburg, WV 26101		john.m.barberio@wv.gov		
Ritchie	Ellenboro	731 Ellenboro Road	624 Depot Street	Sandy Armentrout	304-420-4706		
		Harrisville, WV 26362	Parkersburg, WV 26101		sandy.j.armentrout@wv.gov		
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50	624 Depot Street	Kevin Reynolds	304-420-4703		
		Cairo, WV 26337	Parkersburg, WV 26101		kevin.c.reynolds@wv.gov		
Ritchie	Smithville	#18 Main Street	624 Depot Street	Sandy Armentrout	304-420-4706		
		Smithville, WV 26178	Parkersburg, WV 26101	,	sandy.j.armentrout@wv.gov		
Roane	Lefthand @ WV 36	9734 Clay Road	624 Depot Street	Maridith Parker	304-927-0962		
		Left Hand, WV 25251	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Roane	Ambler Ridge @ US 119	US 119 @ Ambler Ridge	624 Depot Street	Maridith Parker	304-927-0962		
		Walton, WV 25286	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Roane	Spencer	269 Charleston Road	624 Depot Street	Maridith Parker	304-927-0962		
		Spencer, WV 25276	Parkersburg, WV 26101		Maridith.r.Parker@wv.gov		
Wirt	Elizabeth	610 Schoolview Street	624 Depot Street	Chasity Stephens	304-420-4707		
		Elizabeth, WV 26143	Parkersburg, WV 26101		chasity.r.stephens@wv.gov		
Wood	Parkersburg @ Ftt. 95S	905 Lubeck Avenue	624 Depot Street	Tammy McCauley	304-420-4700		
		Parkersburg, WV 26101	Parkersburg, WV 26101	' '	tammy.m.mccauley@wv.gov		
Wood	I-77 @ Parkersburg	1758 Mill Run Road	624 Depot Street	Kevin Reynolds	304-420-4703		
		Parkersburg, WV 26101	Parkersburg, WV 26101	,	kevin.c.reynolds@wv.gov		
Wood	Corridor D @ Riverhill	253 @ River Hill Road	624 Depot Street	Kevin Reynolds	304-420-4703		
		Washington, WV 26131	Parkersburg, WV 26101		kevin.c.reynolds@wv.gov		

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 4 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICT 4	Delivery: F.O.B. WVDOH Delive	ry/Storage Location Site				
	Delivery/Storage	Delivery/Storage Location Site				
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Route 50	P. O. Box 4220	Dave Alexander	304-627-2412	david.p.alexander@wv.gov
		Smithburg, WV 26456	Clarksburg, WV 26302	Tonya Gum	304-627-2412	tonya.l.gum@wv.gov
Harrison	Gore	Route 20	P. O. Box 4220	Jeff Crislip	304-627-2140	jeff.a.crislip@wv.gov
		Gore, WV 26301	Clarksburg, WV 26302	Tammy Carson	304-627-2140	tammy.l.carson@wv.gov
Harrison	Saltwell	Exit 125 off I-79, North of	P. O. Box 4220	Bob Suan	304-627-2411	bob.g.suan@wv.gov
		Clarksburg, WV 26301	Clarksburg, WV 26302	Cliff Fulton	304-627-2411	clifford.w.fulton@wv.gv
Harrison	I-79 @ Lost Creek	Exit 110 off I-79	P. O. Box 4220	Bob Suan	304-627-2411	bob.g.suan@wv.gov
		Lost Creek, WV 26385	Clarksburg, WV 26302	Cliff Fulton	304-627-2411	clifford.w.fulton@wv.gv
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Route 50/7	P. O. Box 4220	Roger Grimes	304-627-2410	roger.g.grimes@wv.gov
		Tunnel Hill, WV 26426	Clarksburg, WV 26302	Robbie Wilmoth	304-627-2410	robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road	P. O. Box 4220	Jeff Pethtel	304-367-2730	jeff.l.pethtel@wv.gov
		Fairmont, WV 26554	Clarksburg, WV 26302	DeeDee Wood	304-367-2730	delores.j.wood@wv.gov
Marion	Mannington	US Route 250	P. O. Box 4220	Don Luzadder	304-986-2600	donald.e.luzadder@wv.gov
		Mannington, WV 26582	Clarksburg, WV 26302	DeeDee Wood	304-367-2730	delores.j.wood@wv.gov
Monongalia	I-79 @ Goshen Road	Exit 146 off I-79	P. O. Box 4220	Dave McCormick	304-285-3145	david.a.mccormick@wv.gov
		Goshen Road, WV 26508	Clarksburg, WV 26302	Ron Cumpston	304-692-6364	ronald.e.cumpston@wv.gov
Monongalia	Ridgedale	1510 Grafton Road	P. O. Box 4220	Dave McCormick	304-285-3207	david.a.mccormick@wv.gov
 		Morgantown, WV 26508	Clarksburg, WV 26302	Lois Nunan	304-285-3207	lois.j.numan@wv.gov
Monongalia	Pentress	WV Route 7	P. O. Box 4220	Jim Compton	304-879-5275	leroy.j.compton@wv.gov
B		Pentress, WV 26544	Clarksburg, WV 26302	Lois Nunan	304-285-3207	lois.j.numan@wv.gov
Preston	Bruceton Mills	WV Route 26 South of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
		Bruceton Mills, WV 26525	Clarksburg, WV 26302			·
Preston	Albright	216 St. Joe Road	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
B		Albright, WV 26519	Clarksburg, WV 26302	Margie Waybright	304-329-0192	margorie.a.waybright@wv.gov
Preston	Terra Alta	WV Route 7 East of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
-		Terra Alta, WV 26764	Clarksburg, WV 26302			
Preston	Fellowsville	US Route 50 East of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
PS ;		Fellowsville, WV 26444	Clarksburg, WV 26302			ŭ
Preston	Aurora	US Route 50 West of	P. O. Box 4220	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
		Aurora, WV 26705	Clarksburg, WV 26302			3
Preston	I-68 @ Cooper's Rock	Exit 15 off I-68	P. O. Box 4220	Tina Bragg	304-285-3206	tina.m.bragg@wv.gov
	·	Coopers Rock, WV 26525	Clarksburg, WV 26302	Richard Coddington	304-285-3206	richard.l.coddington@wv.gov
Taylor	Fetterman/Prunytown	US 250 East of	P. O. Box 4220	John Corio	304-265-6110	john.r.corio@wv.gov
		Pruntytown, WV 26354	Clarksburg, WV 26302	Lisa Altman	304-265-6110	lisa.l.altman@wv.gov

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

Sodium Chloride

Delivery: F.O.B. WVDOH Delivery/Storage Location Site DISTRICT 5

	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address		
Berkeley	I-81 @ Martinsburg - 0571 Storage Bldg	1867 Rock Cliff Drive	1867 Rock Cliff Drive	Jett Sells	304-267-0085		
		Martinsburg, WV 25401	Martinsburg, WV 25401		jett.e.sells@wv.gov		
Berkeley	1867 Rock Cliff Drive - 0502 Storage Bldg	1867 Rock Cliff Drive	1867 Rock Cliff Drive	Nancy Minnick	304-267-0060		
1		Martinsburg, WV 25401	Martinsburg, WV 25401	,	nancy.e.minnick@wv.gov		
Berkeley	I-81 @ Exit 8	Behind Park n Ride	1867 Rock Cliff Drive	Jett Sells	304-267-0085		
		Exit 8 South Bound 25401	Martinsburg, WV 25401		jett.e.sells@wv.gov		
Grant	Petersburg	H.C. 59, Box 245 (Route 28)	H.C. 59, Box 245	Glenna Lott	304-257-4455		
		Petersburg, WV 26847	Petersburg, WV 26847		glenna.d.lott@wv.gov		
Grant	Mt. Storm	Comer of WV 42 & Route 50	H.C. 59, Box 245	Glenna Lott	304-257-4455		
		Mt. Storm, WV 26739	Petersburg, WV 26847		glenna.d.lott@wv.gov		
Grant	Corridor H @ Knobley Road	US Route 48 (off of Corridor H)	2104 State Route 55	Donna Eye	304-434-2525		
	_	Maysville, WV 26833	Moorefield, WV 26836	,	donna.k.eye@wv.gov		
Hampshire	Romney	H. C. 64, Box 232 (Jersey Mtn. Road)	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Romney, WV 26757	Romney, WV 26847	•	lynette.l.kesner@wv.gov		
Hampshire	Capon Bridge	Route 50	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Capon Bridge, WV 26711	Romney, WV 26847	,	lynette.l.kesner@wv.gov		
Hampshire	Slanesville	Route 29	H.C. 64, Box 232	Lynette Kesner	304-822-4167		
		Slanesville, WV 25444	Romney, WV 26847	,	lynette.l.kesner@wv.gov		
Hardy	Moorefield	2104 State Route 55	2104 State Route 55	Donna Eye	304-434-2525		
·		Moorefield, WV 26836	Moorefield, WV 26836	,	donna.k.eye@wv.gov		
Hardy	Baker	County Route 29	2104 State Route 55	Donna Eye	304-434-2525		
-		Baker, WV 26801	Moorefield, WV 26836	,	donna.k.eye@wv.gov		
Jefferson	Charles Town - 0519 Storage Bldg	1301 Leetown Pike	1301 Leetown Pike	Nathan Ware	304-725-5821		
		Kearneysville, WV 25430	Kearneysville, WV 25430		nathan.b.ware@wv.gov		
Jefferson	Charles Town - New Shed - 0564	1301 Leetown Pike	1301 Leetown Pike	Jimmy Kees	304-725-5821		
	Storage Bldg	(on same lot as above)	Kearneysville, WV 25430	·	jimmy.l.kees@wv.gov		
Mineral	New Creek	HC 72, Box 72AA (US Route 50)	H.C. 72, Box 72AA	Steve Reel	304-788-1221		
		New Creek, WV 26743	New Creek, WV 26743		steven.p.reel@wv.gov		
Mineral	Sky Line (Elk Garden)	Route 42	H.C. 72, Box 72AA	Steve Reel	304-788-1221		
		Elk Garden, WV 26717	New Creek, WV 26743		steven.p.reel@wv.gov		
Mineral	Short Gap	Route 28	H.C. 72, Box 72AA	Steve Reel	304-788-1221		
	·	Ridgeley, WV 26753	New Creek, WV 26743		steven.p.reel@wv.gov		
Mineral	District Headquarters (Burlington)	US Route 50	P.O. Box 99	Jim Wolford	304-289-2261		
		Burlington, WV 26710	Burlington, WV 26710		jim.d.wolford@wv.gov		
Morgan	Berkeley Springs	166 DOH Lane (off of US 522)	166 DOH Lane	Rodney Crowell	304-258-2578		
_		Berkeley Springs, WV 25411	Berkeley Springs, WV 25411		rodney.b.crowell@wv.gov		
Morgan	Largent	Route 9	166 DOH Lane	Rodney Crowell	304-258-2578		
1		Great Cacapon, WV 25422	Berkeley Springs, WV 25411	-	rodney.b.crowell@wv.gov		

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 6 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICT	Delivery: F.O.B. WVDOH Deliv	ery/Storage Location Site			
	Delivery/Storage				
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Brooke	Wellsburg	WV Route 2, Box 615	WV Route 2, Box 615	Beth Green	304-238-1199
		Wellsburg, WV 26070	Wellsburg, WV		beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road	WV Route 2, Box 615	Beth Green	304-238-1199
		Weirton, WV 26062	Wellsburg, WV 26070		beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd	1936 Veterans Blvd	Ron Castellucci	304-238-1200
		New Cumberland, WV 26047	New Cumberland, WV		ronald.j.castellucci@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue	100 Wheeling Avenue	Carrie Gralinski	304-843-4055
		Glen Dale, WV 26038	Glen Dale, WV		carrie.a.gralinski@wv.gov
Marshall	Cameron	33 Courtright Lane	100 Wheeling Avenue	Carrie Gralinski	304-843-4055
		Cameron, WV 26033	Glen Dale, WV 26038		carrie.a.gralinski@wv.gov
Marshall	Sand Hill	RD 4, Box 269A	100 Wheeling Avenue	Carrie Gralinski	304-843-4055
		Cameron, WV 26033	Glen Dale, WV 26038		carrie.a.gralinski@wv.gov
Marshall	Lynn Camp	438 Richmond Lane	100 Wheeling Avenue	Carrie Gralinski	304-843-4055
		Glen Easton, WV 26039	Glen Dale, WV 26038		carrie.a.gralinski@wv.gov
Ohio	Triadelphia	3870 National Road	3870 National Road	Sue Toland	304-238-1202
		Triadelphia, WV 26059	Triadelphia, WV		sue.d.toland@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road	3870 National Road	Dave Millhouse	304-238-1065
		Wheeling, WV 26003	Traiadelphia, WV		david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway	730 Tyler Highway	Thelma Deaton	304-843-4057
		Sistersville, WV 26175	Sistersville, WV		thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road	730 Tyler Highway	Thelma Deaton	304-843-4057
		Alma, WV 26320	Sistersville, WV		thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641	N. State Route 2, Box 641	Donna Palmer	304-843-4058
		New Martinsville, WV 26155	New Martinsville, WV		donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14	N. State Route 2, Box 641	Dave Sivert	304-889-3251
		Pine Grove, WV 26419	New Martinsville, WV		david.k.sivert@wv.gov
Wetzel	Hundred	US 250, MP3.00	N. State Route 2, Box 641	Donna Palmer	304-843-4058
		Hundred, WV 26575	New Martinsville, WV		donna.l.palmer@wv.gov

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 7 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICT 7	Delivery/Storage	Delivery/Storage Delivery/Storage Location Site						
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address			
Barbour	Phillipi	1439 Mansfield Drive	P. O. Box 1228	Jacqueline Haddix	304-457-1597			
	'	Philippi, WV 26416	Weston, WV 26452		jacqueline.m.haddix@wv.gov			
Barbour	Belington	248 Dunham Cut Road	P. O. Box 1228	Jacqueline Haddix	304-457-1597			
		Belington, WV 26250	Weston, WV 26452	'	jacqueline.m.haddix@wv.gov			
Braxton	Gassaway	1001 State Street	P. O. Box 1228	Carolyn Miller	304-364-5238			
		Gassaway, WV 26624	Weston, WV 26452	,	carolyn.m.miller@wv.gov			
Braxton	Heaters	5206 Gauley Turnpike	P. O. Box 1228	Carolyn Miller	304-364-5238			
		Heaters, WV 26627	Weston, WV 26452		carolyn.m.miller@wv.gov			
Braxton	I-79 @ Coon Knob	80 Coon Knob, DOH Road	P. O. Box 1228	Charles Armstead	304-364-8440			
		Sutton, WV 26601	Weston, WV 26452		charles.g.armstead@wv.gov			
Braxton	I-79 @ Burnsville	888 Burnsville Road	P. O. Box 1228	Roger Balser	304-853-2454			
		Burnsville, WV 26335	Weston, WV 26452		roger.l.balser@wv.gov			
Gilmer	Glenville	3531 US 33, East	P. O. Box 1228	Cathy Shackleford	304-462-7325			
		Glenville, WV 26351	Weston, WV 26452		cathy.a.shackleford@wv.gov			
Lewis	Weston (Ben Dale)	937 US 19, South	P. O. Box 1228	Sheena Johnson	304-269-0470			
		Weston, WV 26452	Weston, WV 26452		sheena.m.johnson@wv.gov			
Lewis	Corridor H @ Mudlick	309 Mudlick Road	P. O. Box 1228	Roger Sisk	304-473-4304			
		Weston, WV 26452	Weston, WV 26452		roger.l.sisk@wv.gov			
Upshur	Clow Lot @ Buckhannon	493 Mudlick Road	P. O. Box 1228	Aleece Williams	304-473-4225			
		Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov			
Upshur	Tennerton	646 Route 20, South	P. O. Box 1228	Aleece Williams	304-473-4225			
		Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov			
Upshur	Kanawha Head	18022 Route 20, South	P. O. Box 1228	Aleece Williams	304-473-4225			
	<u> </u>	Buckhannon, WV 26201	Weston, WV 26452		c.aleece.williams@wv.gov			
Webster	Cherry Falls	808 Point Mountain Road	P. O. Box 1228	Theresa Gibson	304-847-2114			
		Webster Springs, WV 26288	Weston, WV 26452		theresa.j.gibson@wv.gov			
Webster	Cowen	6402 Webster Road	P. O. Box 1228	Theresa Gibson	304-847-2114			
		Cowen, WV 26206	Weston, WV 26452		theresa.j.gibson@wv.gov			
Webster	Hacker Valley	56 Pickens Grade Road	P. O. Box 1228	Theresa Gibson	304-847-2114			
	<u> </u>	Hacker Valley WV 26222	Weston, WV 26452		theresa.j.gibson@wv.gov			

DISTRICT 8

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

Delivery: F.O.B. WVDOH Delivery/Storage Location Site

	Delivery/Storage	Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address		
Pendleton	Franklin, 220 North	3153 Petersburg Pike	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 220N, Franklin, WV 26807	Elkins, WV 26241	1	dywayne.h.stout@wv.gov		
Pendleton	Judy Gap	12795 Mountaineer Drive	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 33, Riverton, WV 26814	Elkins, WV		dywayne.h.stout@wv.gov		
Pendleton	Brandywine	12211 Blue Gray Trail	P. O. Box 1516	Dywayne Stout	304-358-2215		
	_	CR 21, Brandywine, WV 26802	Elkins, WV	, ,	dywayne.h.stout@wv.gov		
Pendleton	Onego	3354 Allegheny Drive	P. O. Box 1516	Dywayne Stout	304-358-2215		
200		US 33, Seneca Rocks, WV 26884	Elkins, WV	, ,	dywayne.h.stout@wv.gov		
Pendleton	Franklin, 220 South	6591 Upper South Branch Road	P. O. Box 1516	Dywayne Stout	304-358-2215		
		US 220S, Franklin, WV 26807	Elkins, WV 26241	, ,	dywayne.h.stout@wv.gov		
Pocahontas	Marlinton	25 Brush Country Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
		US 219, Marlinton, WV 24954	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Seebert	863 Seebert Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
		CR 27, Seebert, WV 24946	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Greenbank	4757 Potomac Highlands Trail	P. O. Box 1516	Josh Dilley	304-799-4867		
		WV 28, Green Bank, WV 24944	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Bartow (Thornwood)	156 Thornwood Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
	<u> </u>	WV 28, Bartow, WV 24920	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Snowshoe	24 Shavers Lake Rd	P. O. Box 1516	Josh Dilley	304-799-4867		
	<u> </u>	CR 9/3, Snowshoe, WV 26209	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Pocahontas	Slaty Fork	35807 Seneca Trail	P. O. Box 1516	Josh Dilley	304-799-4867		
		US 219, Slaty Fork, WV 26291	Elkins, WV 26241		joshua.l.dilley@wv.gov		
Randolph	Elkins	76 Country Club Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
		CR 219/11, Elkins, WV 26241	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Harman	22445 Allegheny Highway	P. O. Box 1516	Raymond Yeager	304-637-0266		
		US 33, Harman, WV 26270	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Coalton	2453 Coalton-Pumpkintown Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
		CR 53, Coalton, WV 26257	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Valley Head	245 Point Mountain Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
		WV 15, Valley Head, WV 26294	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Mill Creek	9407 Seneca Trail	P. O. Box 1516	Raymond Yeager	304-637-0266		
		US 219, Mill Creek, WV 26280	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Pickens	1019 Pickens Rd	P. O. Box 1516	Raymond Yeager	304-637-0266		
		CR 45, Pickens, WV 26230	Elkins, WV 26241		raymond.w.yeager@wv.gov		
Randolph	Corridor H Lot @ Elkins	489 Leading Creek Fld	P. O. Box 1516	David Skidmore	304-637-0220		
		US 219N, Elkins, WV 26241	Elkins, WV 26241		david.r.skidmore@wv.gov		
Tucker	Parsons	9209 Seneca Trail	P. O. Box 1516	Dennis Roth	304-478-2304		
		US 219, Parsons, WV 26287	Elkins, WV 26241		dennis.k.roth@wv.gov		
Tucker	Thomas	15933 Appalachian Highway	P. O. Box 1516	Dennis Roth	304-478-2304		
		WV 32, Thomas, WV 26292	Elkins, WV 26241		dennis.k.roth@wv.gov		

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 9 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICTS	Delivery: F.O.B. WVDOH Delive	ry/Storage Location Site						
	Delivery/Storage		Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address			
Fayette	Oak Hill	3121 Main Street, WV 16	146 Stonehouse Road	John Dixon	304-256-6940			
		Oak Hill, WV 25901	Lewisburg, 24901		john.c.dixonlll@wv.gov			
Fayette	Lookout	4064 Clifftop Road	146 Stonehouse Road	Larry Bragg	304-574-0373			
		Lookout, WV 25868	Lewisburg, 24901		larry.j.bragg@wv.gov			
Fayette	Falls View	5727 Midland Trail	146 Stonehouse Road	Steve Neil	304-779-2860			
		Charlton Heights, WV 25040	Lewisburg, 24901		steven.b.neil@wv.gov			
Greenbrier	Lewisburg	700 N Jefferson Street, US 219	146 Stonehouse Road	Pat McCabe	304-647-7465			
		Lewisburg, WV 24901	Lewisburg, 24901		patrick.d.mccabe@wv.gov			
Greenbrier	Crawley	157 Midland Trail / West, US 60	146 Stonehouse Road	Rick Viers	304-392-6712			
		Crawley, WV 24931	Lewisburg, 24901		richard.a.viers@wv.gov			
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64	146 Stonehouse Road	Steve Hawkins	304-536-1472			
		Caldwell, WV 24925	Lewisburg, 24901		steven.j.hawkins@wv.gov			
Monroe	Union	875 Sweet Springs Valley Road	146 Stonehouse Road	Greg Sibold	304-772-3037			
		Union, WV 24983	Lewisburg, 24901	_	william.g.sibold@wv.gov			
Monroe	Peterstown	511 Ballard-Red Sulphur Parkway	146 Stonehouse Road	Elwin Dillon	304-753-9778			
		Peterstown, WV 24963	Lewisburg, 24901		william.g.sibold@wv.gov			
Nicholas	Summersville	777 Tumpike Road, WV 39	146 Stonehouse Road	Charles Reel	304-872-0811			
		Summersville, WV 26651	Lewisburg, 24901		charles.j.reel@wv.gov			
Nicholas	Curtin	5498 Richwood Road	146 Stonehouse Road	Scott Robinson	304-846-9501			
		Richwood, WV 26261	Lewisburg, 24901		dana.s.robinson@wv.gov			
Nicholas	Corridor L @ Muddlety	50 State Garage Road, Muddlety	146 Stonehouse Road	Jeremy Mullins	304-872-0823			
		Summersville, WV 26651	Lewisburg, 24901		jeremy.c.mullens@wv.gov			
Summers	Hinton	20414 State Route 12	146 Stonehouse Road	James Hardy	304-466-2802			
		Hinton, WV 25951	Lewisburg, 24901		james.g.hardy@wv.gov			

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 10 Delivery: F.O.B. WVDOH Delivery/Storage Location Site

DISTRICT 10	Delivery: F.O.B. WVDOH Deliver	ry/Storage Location Site				
	Delivery/Storage Delivery/Storage Location Site					
County	Location Site	Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
McDowell	Havaco	100 Headquarters Lane	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov
		Havaco, WV 24801	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov
McDowell	Yukon	383 Marshall Highway	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov
		Yukon, WV 24892	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov
		Johnny Cake, WV 24844	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov
McDowell	Raysel	N 37.3461 W 81.7791	270 Hardwood Lane	Dave Stroupe	304-436-6896	david.w.stroupe@wv.gov
		Raysel, WV 24879	Princeton, WV 24740	Patricia Wagers	304-436-8411	patricia.a.wagers@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd	270 Hardwood Lane	Mike McMillion	304-425-2782	mike.r.mcmillion@wv.gov
		Princeton, WV 24740	Princeton, WV 24740	Melanie Blankenship	304-425-2025	melanie.g.blankenship@wv.gov
Mercer	Flat Top	21585 Beckley Road	270 Hardwood Lane	Mike McMillion	304-425-2782	mike.r.mcmillion@wv.gov
	· .	Flat Top, WV 25841	Princeton, WV 24740	Melanie Blankenship	304-425-2025	melanie.g.blankenship@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane	270 Hardwood Lane	Choskie Harmon	304-487-5280	choskie.a.harmon@wv.gov
		Princeton, WV 24740	Princeton, WV 24740	Richard A. Cregger	304-487-5228	richard.a.cregger@wv.gov
Raleigh	Skelton	379 Market Road	270 Hardwood Lane	Johnny Vass	304-256-6830	johnny.a.vass@wv.gov
_		Beckley, WV 25801	Princeton, WV 24740	Marcia McGrady	304-256-6746	marcia.d.mcgrady@wv.gov
Raleigh	Bolt	2314 Bolt Road	270 Hardwood Lane	Johnny Vass	304-256-6830	johnny.a.vass@wv.gov
-		Bolt, WV 25817	Princeton, WV 24740	Marcia McGrady	304-256-6746	marcia.d.mcgrady@wv.gov
				TJ Basham	304-256-6830	thurman.j.basham@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive	270 Hardwood Lane	Joe Adkins	304-763-5312	r.joe.adkins@wv.gov
_		Shady Spring, WV 25918	Princeton, WV 24740			
Wyoming	Pineville	1409 Bearhole Rd (WV 97)	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov
		Pineville, WV 24874	Princeton, WV 24740	Debbie Hale	304-732-7031	deborah.l.hale@wv.gov
Wyoming	Still Run	9390 River Road	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov
	†	Still Run, WV 25882	Princeton, WV 24740	Debbie Hale	304-732-7031	deborah.l.hale@wv.gov
	<u> </u>	·	•	William Talbert	304-294-4123	
Wyoming	Hanover	2959 US 52	270 Hardwood Lane	Tom Ellis	304-732-7280	thomas.e.ellis@wv.gov
- •		Hanover, WV 24839	Princeton, WV 24740	Debbie Hale	304-732-7031	deborah.l.hale@wv.gov
		·		Todd Lester		

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DISTRICT 1

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000	\$71.57	\$214,710.00
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,450	\$59.28	\$85,956.00
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	0		
Kanawha	St. Albans	0		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	1,700		
Kanawha	I-77 @ Sissonville	1,350		
Kanawha	I-79 @ Amma	1,700		
Kanawha	Corridor G @ Alum Creek	1,700		
Kanawha	Total Estimated Quantity for County	8,450	\$56.74	\$479,453.00
Mason	Glenwood	0		
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	\$53.83	\$53,830.00
Putnam	Red House	0		
Putnam	Hurricane @ Rt. 34	0		
Putnam	I-64 @ Scary Creek	0		
Putnam	US 35 @ Frazier's Bottom	0		
Putnam	Total Estimated Quantity for County	0		
	Estimated Total per District	13,900		\$833,949.00

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Cabell	Barboursville	1925		
Cabell	I-64 @ Huntington	650		
Cabell	Total Estimated Quantity for County	2575	\$65.50	\$168,662.50
Lincoln	West Hamlin	500		
Lincoln	Yawkey	375		
Lincoln	Harts	375		
Lincoln	Total Estimated Quantity for County	1250	\$70.21	\$87,762.50
Logan	Corridor G @ Chapmanville	675		
Logan	Wilkinson	525		
Logan	Man	375		
Logan	Total Estimated Quantity for County	1575	\$60.74	\$95,665.50
Mingo	Corridor G @ Miller's Creek, Bldg #03011	525		Yes and the second
Mingo	Mingo Cty @Miller's Creek, Bldg #03025	600		
Mingo	Gilbert	200		
Mingo	Total Estimated Quantity for County	1325	\$72.29	\$95,784.25
Wayne	Pritchard	650		
Wayne	Wayne	600		
Wayne	Crum	400		
Wayne	Total Estimated Quantity for County	1650	\$66.87	\$110,335.50
	Estimated Total per District	8,375		\$558,210.25

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Calhoun	Millstone	0		
Calhoun	Total Estimated Quantity for County	0		
Jackson	Ripley	500		
Jackson	I-77 @ Medina	500		
Jackson	Total Estimated Quantity for County	1,000	\$56.53	\$56,530.00
Pleasants	Belmont	500		
Pleasants	Total Estimated Quantity for County	500	\$76.67	\$38,335.00
Ritchie	APD Pennsboro	200		
Ritchie	Ellenboro	500		
Ritchie	Corridor D @ Nutter Farm	50		
Ritchie	Smithville	50		
Ritchie	Total Estimated Quantity for County	800	\$77.87	\$62,296.00
Roane	Lefthand @ WV 36	50		
Roane	Ambler Ridge @ US 119	50		
Roane	Spencer	600		
Roane	Total Estimated Quantity for County	700	\$80.05	\$56,035.00
Wirt	Elizabeth	500		
Wirt	Total Estimated Quantity for County	500	\$63.82	\$31,910.00
Wood	Parkersburg @ Rt. 95S	0		
Wood	I-77 @ Parkersburg	0		
Wood	Corridor D @ Riverhill	0		
Wood	Total Estimated Quantity for County	0		
	Estimated Total per District	3,500		\$245,106.00

Quantities listed in this solicitation are estimated quantities.

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	\$78.97	\$118,455.00
Harrison	Gore	4,000		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	1,800		
Harrison	Total Estimated Quantity for County	8,200	\$65.63	\$538,166.00
Marion	Fairmont	1,200		
Marion	Mannington	650		
Marion	Total Estimated Quantity for County	1,850	\$64.82	\$119,917.00
Monongalia	I-79 @ Goshen Road	2,250		
	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,650	\$60.65	\$463,972.50
Preston	Bruceton Mills	3,500		
Preston	Albright	1,800		
Preston	Terra Alta	1,000		
Preston	Fellowsville	1,000		
Preston	Aurora	1,000		
Preston	I-68 @ Cooper's Rock	2,250		
Preston	Total Estimated Quantity for County	10,550	\$61.12	\$644,816.00
Taylor	Fetterman/Prunytown	1,500		
Taylor	Total Estimated Quantity for County	1,500	\$63.70	\$95,550.00
	Estimated Total per District	31,250		\$1,980,876.50

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites.

Vendor may bid any or all Counties.

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

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

DISTRICT 5

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Berkeley	I-81 @ Martinsburg (0571)	800		
Berkeley	1867 Rock Cliff Drive (0502)	750		
Berkeley	I-81 @ Exit 8 (0571)	500		
Berkeley	Total Estimated Quantity for County	2,050	NO BID	NO BID
Grant	Petersburg	800		
Grant	Mt. Storm	1,000		
Grant	Corridor H @ Knobley Road (0582)	3,500		
Grant	Total Estimated Quantity for County	5,300	\$65.91	\$349,323.00
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,500	\$78.97	\$118,455.00
Hardy	Moorefield	700		
Hardy	Baker	900		
Hardy	Total Estimated Quantity for County	1,600	NO BID	NO BID
Jefferson	Charles Town (0519)	500		
Jefferson	Charles Town - New Shed (0564)	500		
Jefferson	Total Estimated Quantity for County	1,000	NO BID	NO BID
Mineral	New Creek	250		
Mineral	Sky Line (Elk Garden)	250		
Mineral	Short Gap	250		
Mineral District Headquarters (Burlington)		250		
Mineral Total Estimated Quantity for County		1,000	\$65.95	\$65,950.00
Morgan Berkeley Springs		500		
Morgan	Total Estimated Quantity for County	750	\$78.81	\$59,107.50
	Estimated Total per District	13,200		\$592,835.50

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DISTRICT 6

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Brooke	Wellsburg	1800		
Brooke	Weirton	1300		
Brooke	Total Estimated Quantity for County	3100	\$59.96	\$185,876.00
Hancock	New Manchester	3100		
Hancock	Total Estimated Quantity for County	3100	\$72.97	\$226,207.00
Marshall	Glen Dale	3100		
Marshall	Cameron	1700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	5500	\$73.40	\$403,700.00
Ohio	Triadelphia	4400		
Ohio	I-70 @ Triadelphia	4000		
Ohio	Total Estimated Quantity for County	8400	\$69.01	\$579,684.00
Tyler	Sistersville	1300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2200	\$78.29	\$172,238.00
Wetzel	New Martinsville	1200		
Wetzel Pine Grove		800		
Wetzel	Hundred	1000		
Wetzel	Total Estimated Quantity for County	3000	\$78.14	\$234,420.00
	Estimated Total per District	25,300		\$1,567,705.00

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Barbour	Phillipi	1,900		
Barbour	Belington	1,400		
Barbour	Total Estimated Quantity for County	3,300	\$66.51	\$219,483.00
Braxton	Gassaway	1,000		
Braxton	Heaters	700		
Braxton	I-79 @ Coon Knob	1,500		
Braxton	I-79 @ Burnsville	1,700		
Braxton	Total Estimated Quantity for County	4,900	\$67.46	\$330,554.00
Gilmer	Glenville	1,200		
Gilmer	Total Estimated Quantity for County	1,200	\$73.55	\$88,260.00
Lewis	Weston (Ben Dale)	1,800		
Lewis	Corridor H @ Mudlick	1,300		
Lewis	Total Estimated Quantity for County	3,100	\$66.77	\$206,987.00
Upshur	Clow Lot @ Buckhannon	2,500		
Upshur	Tennerton	200		
Upshur	Kanawha Head	700		
Upshur	Total Estimated Quantity for County	3,400	\$81.49	\$277,066.00
Webster	Cherry Falls	400		
Webster	Cowen	400		
Webster	Hacker Valley	300		
Webster	Total Estimated Quantity for County	1,100	\$68.23	\$75,053.00
	Estimated Total per District	17,000		\$1,197,403.00

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites.

Vendor may bid any or all Counties.

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

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

DISTRICT 8

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended	
County Delivery/Storage Location Site		Number Tons	Per Ton	Cost	
Pendleton	Franklin, 220 North	225			
Pendleton	Judy Gap	225			
Pendleton	Brandywine	200			
Pendleton	Onego	100			
Pendleton	Franklin, 220 South	50			
Pendleton	Total Estimated Quantity for County	800	NO BID	NO BID	
Pocahontas	Marlinton	400			
Pocahontas	Seebert	250			
Pocahontas	Greenbank	300			
Pocahontas	Bartow (Thornwood)	250			
Pocahontas	Snowshoe	100			
Pocahontas	Slaty Fork	250			
Pocahontas	Total Estimated Quantity for County	1550	\$87.82	\$136,121.00	
Randolph	Elkins	750			
Randolph	Harman	550			
Randolph	Coalton	300			
Randolph	Valley Head	350			
Randolph	Mill Creek	500			
Randolph	Pickens	200		l)	
Randolph	Corridor H Lot @ Elkins	600			
Randolph	Total Estimated Quantity for County	3250	\$82.44	\$267,930.00	
Tucker	Parsons	500			
Tucker	Thomas	250			
Tucker	Total Estimated Quantity for County	750	\$66.72	\$50,040.00	
	Estimated Total per District	6,350		\$454,091.00	

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites. Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
Fayette	Oak Hill	2300		
Fayette	Lookout	1200		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	3500	\$70.15	\$245,525.00
Greenbrier	Lewisburg	1000		
Greenbrier	Crawley	2100		
Greenbrier	I-64 @ Hart's Run	1000		
Greenbrier Total Estimated Quantity for County		4100	\$66.87	\$274,167.00
Monroe	Union	700		
Monroe	Peterstown	300		
Monroe	Total Estimated Quantity for County	1000	\$71.56	\$71,560.00
Nicholas	Summersville	1700		
Nicholas	Curtin	1300		
Nicholas	Corridor L @ Muddlety	1500		
Nicholas	Total Estimated Quantity for County	4500	\$62.76	\$282,420.00
Summers	Hinton	800		
Summers	Total Estimated Quantity for County	800	\$65.75	\$52,600.00
	Estimated Total per District	13,900		\$926,272.00

Quantities listed in this solicitation are estimated quantities.

Exhibit A

Sodium Chloride

All County delivery/storage location sites shall be bid at one unit price per County. Unit of Measure shall be PER TON for all delivery/storage location sites.

Vendor may bid any or all Counties.

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

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

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

	WVDOH	Estimated	Unit Cost	Extended
County	Delivery/Storage Location Site	Number Tons	Per Ton	Cost
McDowell	Havaco	1,500		
McDowell	Yukon	300		
McDowell	Johnnycake Mountain	350		
McDowell	Raysel	350		
McDowell	Total Estimated Quantity for County	2,500	\$86.50	\$216,250.00
Mercer	Princeton @ WV 20	2,000		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	2,500		
Mercer	Total Estimated Quantity for County	5,500	\$66.48	\$365,640.00
Raleigh	Skelton	4,000		
Raleigh	Bolt	500		
Raleigh	I-64 @ Bragg	4,000		
Raleigh	Total Estimated Quantity for County	8,500	\$60.26	\$512,210.00
Wyoming	Pineville	2,500		
Wyoming Still Run		1,000		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	3,600	\$79.23	\$285,228.00
	Estimated Total per District	20,100		\$1,379,328.00

Quantities listed in this solicitation are estimated quantities.

Exhibit B

Sodium Chloride

F.O.B. Vendor's Storage Site For pickup by WVDOH Forces.

Location of Storage Site	Cost Per Ton*
Hugheston, WV	
2096 Stephen St	\$56.78
Hugheston, WV 25110	
Portsmouth/ Conley	
55 River Ave	\$59.00
Portsmouth, OH 45662	
Portsmouth/ McGovney	
195 Slocum Heights Rd	\$57.00
Portsmouth, OH 45662	
West Elizabeth, PA	
1000 Madison Ave Rte. 837	\$56.80
West Elizabeth, PA 15088	

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Compass Minerals America Inc
Authorized Signature: Date: Date:
State of Kansas
County of <u>Johnson</u> , to-wit:
Taken, subscribed, and sworn to before me thisday of, 20_17.
My Commission expires January 212, 2011.
FER SPAL HERE NOTARY PUBLIC NOTARY PUBLIC Muy Cu
STATE OF KANSAS Purchasing Affidavit (Revised 07/07/2017)

State of West Virginia Compass Minerals America Inc.

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 Vendor Preference, if applicable.

<u>1.</u>	Application is made for 2.5% 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;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application is made for 5% 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,
<u>5.</u>	Application is made for 3.5% 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% 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.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with <i>West Virginia Code</i> §5A-3-59 and <i>West Virginia Code of State Rules</i> . Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requirent or (b) as	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and if ar	hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder nything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
•	Compass Minerals America Inc. Signed:
Date:	07/ 24 /2017 Title: VP of Sales

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2016

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

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

certificate holder in lieu of such endorseme	ent(s).		MICHE OIL LINS	ceruncate does not c	onier r	ignts to the
PRODUCER Marsh USA Risk & Insurance Services	-	CONTACT NAME:				
15 West South Temple, Suite 700		PHONE (A/C, No, Ext):		FAX (A/C, No):		
Salt Lake City, UT 84101		E-MAIL ADDRESS:	•			
		INSUF	RER(S) AFFORD	ING COVERAGE		NAIC#
101916390-STND-GAWU-16-17		INSURER A : ACE America	in Insurance Com	pany		22667
INSURED Compass Minerals America Inc.	INSURER B : N/A				N/A	
and Subsidiaries		INSURER C :				
9900 W. 109th Street, Suite 100 Overland Park, KS 66210		INSURER D :				
0.000		INSURER E :				
		INSURER F :				
	CATE NUMBER:	SEA-003084060-01		EVISION NUMBER:1		
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH POLICIANS.	REMENT, TERM OR CONDITION TAIN, THE INSURANCE AFFORD CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT O ED BY THE POLICIES BEEN REDUCED BY PA	OR OTHER DO DESCRIBED AID CLAIMS.	CLIMENT WITH RESPEC	T TO I	WHICH THIS
LTR TYPE OF INSURANCE INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY) (W	POLICY EXP	LIMIT	S	
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CLAIMS-MADE X OCCUR			P	AMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
X SIR \$500,000			N	MED EXP (Any one person)	\$	
			P.	PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:			G	SENERAL AGGREGATE	\$	4,000,000
X POLICY PRO-			Р	PRODUCTS - COMP/OP AGG	\$	4,000,000
A AUTOMOBILE LIABILITY	ISAH08872776	44/00/0040	204 (DD47 C	OMBINED SINGLE LIMIT	\$	
V	ISAH06672776	11/28/2016 11/		Ea accident)	\$	1,000,000
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lf yes, describe under DESCRIPTION OF OPERATIONS below				L. DIŜEASE - EA EMPLOYEE		1,000,000
DESCRIPTION OF OPERATIONS BOOW				L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A Re: State of West Virginia Road Salt Contract #66130027 West Virginia Division of Highways is included as additional insure			pace Is required)			-
						1
CERTIFICATE HOLDER		OANGELL ATION				
CERTIFICATE HOLDER		CANCELLATION				
West Virginia Division of Highways 1900 Kanawha Blvd. Charleston, WV 25305		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		AUTHORIZED REPRESENTA of Marsh USA Risk & Insur Tiffoni Porrett				



I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

an Amended Certificate of Authority of

NORTH AMERICAN SALT COMPANY

was filed in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore I issue this

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF AUTHORITY

changing the name of the corporation to

COMPASS MINERALS AMERICA INC.



Given under my hand and the Great Seal of the State of West Virginia on this day of August 22, 2014

Secretary of State

WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
COMPASS MINERALS AMERICA INC.
9900 W 109TH ST 100
OVERLAND PARK, KS 66210-1436

BUSINESS REGISTRATION ACCOUNT NUMBER:

1030-3855

This certificate is issued on:

09/17/2014

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued. This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL008 v.4 L1592395328

WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF COMPASS MINERALS AMERICA INC.

Effective April 3, 2017

The undersigned, being the sole member of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consents in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waives any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

> Francis J. Malecha President and CEO Patrick D. Linehan Chief Financial Officer Anthony J. Sepich Senior Vice President, Salt Jon Schnieders Vice President, Sales, Bulk Road Deicing

> Patrick Heenan Director of Rock Salt and Chemical Sales

Sean Lierz Senior Highway Sales Manager Lisa Pruitt Highway Sales Support Manager **Business Director, Specialty Products** Deanna Pinkham Steve LaLiberte Sales Manager Minnesota & Wisconsin

Matt Beyers Highway Sales Manager Joel Gerdes Highway Sales Manager Douglas Dver Highway Sales Manager

Cindy Rittel Sales Manager Scott Salazar Sales Manager

Joe Uriell Director Sales Industrial

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatories in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

IN WITNESS WHEREOF, the undersigned has caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means, each of which will be deemed an original.

Mana (- Jonan Diana C. Toman (Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	leveline service			
	1 Name (as shown on your income tax return). Name is required on this lin	e; do not leave this line blank.		
i i i i i i i i i i i i i i i i i i i	COMPASS MINERALS AMERICA INC.			
	2 Business name/disregarded entity name, if different from above			
00	Check appropriate box for federal tax classification; check only one of the individual/sole proprietor or C Corporation S Corporation S Corporation C Corporation S Corporation C C C C C C C C C C C C C C C C C C C	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (If any)		
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			Exemption from FATCA reporting code (if any)
ا ج کہ	Other (see instructions) ▶			(Applies to accounts maintained outside the U.S.)
5	Address (number, street, and apt. or suite no.)		Requester's name a	and address (optional)
တ္တ	Oil.			
Se Se	City, state, and ZIP code			
	List account number(s) here (optional)			
Part	Towns and a 126	<u> </u>		
The second second second				
backup	ur TIN in the appropriate box. The TIN provided must match the i withholding. For individuals, this is generally your social security i	name given on line 1 to avoi	id Social sec	surity number
resident	alien, sole proprietor, or disregarded entity, see the Part Linstruc	tions on page 3. For other	1 1 1	
entities, TIN on p	it is your employer identification number (EIN). If you do not have	a number, see How to get a]
	the account is in more than one name, see the instructions for lin	a d amad 46 b b 4	Or	identification number
guideline	es on whose number to enter.	e i and the chart on page 4	Tor Employer	Continuation number
Part II	Certification			
Under pe	enalties of perjury, I certify that:			·
1. The n	umber shown on this form is my correct taxpayer identification ne	umber (or I am waiting for a	number to be iss	sued to me); and
2. I am r Service	not subject to backup withholding because: (a) I am exempt from the (IRS) that I am subject to backup withholding as a result of a fa ager subject to backup withholding; and	backup withholding or (b) i	have not been n	otified by the Internal Devenue
3. I am a	U.S. citizen or other U.S. person (defined below); and			
	NTCA code(s) entered on this form (if any) indicating that I am exe	mpt from FATCA reporting	is correct	
Certifica because interest p generally instructio	tion instructions. You must cross out item 2 above if you have by you have failed to report all interest and dividends on your tax relaid, acquisition or abandonment of secured property, cancellation, payments other than interest and dividends, you are not requirents on page 3.	peen notified by the IRS that turn. For real estate transaction of debt. contributions to	you are currently tions, item 2 does	s not apply. For mortgage
Sign Here	Signature of U.S. person ⊳	Date	>	
Gener	al Instructions	Form 1098 (home mortg (tultion)	age interest), 1098-	E (student loan interest), 1098-T
Section ref	erences are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (canceled	dah#)	

Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
- By signing the filled-out form, you:
- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



PAGE

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

DATE: 07-28-14 You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTY CATION: 1573508

State of Delaware Secretary of State Division of Corporations Delivered 04:01 PM 07/28/2014 FILED 04:01 PM 07/28/2014 SRV 141004732 - 2149843 FILE

STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "FIRST" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

- 2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- 3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
 - 4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28¹ day of July, 2014.

Rodney L. Underdown Chief Financial Officer and Secretary



CREDIT INFORMATION

FIRM NAME:

Compass Minerals America Inc. PHONE:

(913) 344-9100

PRINCIPAL ADDRESS:

9900 W. 109th St., Suite 100 Overland Park, Kansas 66210

FEDERAL ID CODE:

DATE INCORPORATED:

48-1047632

MAILING ADDRESS:

Same

01/21/88

DATE STARTED:

1917

OTHER LOCATIONS:

Chicago, IL; Kenosha, WI;

Duluth, MN; Ogden, UT; Lyons, KS; TYPE OF BUSINESS:

Manufacturing

Cote Blanche, LA; Buffalo, NY

OFFICERS:

Francis J. Malecha

President and CEO Chief Financial Officer

Matthew J. Foulston Steven N. Berger

Senior Vice President, Corporate Services

Jack C. Leunig Robert D. Miller Senior Vice President, Operations Senior Vice President, Salt

Diana C. Toman

Senior Vice President, General Counsel and Corporate Secretary

Peter E. Brooks

Vice President of Internal Audit, Enterprise Risk Management and Insurance

John D. Craft Timothy R. Mertz Vice President and Corporate Controller Vice President, Tax & Assistant Secretary

James D. Standen

Treasurer

TRADE REFERENCES:

Sonoco-Hutchinson LLC 100 N. Halstead Hutchinson, KS 67501

(843) 383-7175

(843) 339-6184 (fax)

Graphics Packaging International, Inc. 1500 Riveredge Parkway, Suite 100

Atlanta, GA 30328 (770) 644-2969 (fax)

E-mail request; credit@graphicpkg.com

Prince Agri Products Contact: Kathy Irvin 229 Radio Road Quincy, IL 62305 (217) 592-1332

(217) 223-2808 (fax)

Salemo Packaging Inc. 14 Gus Lapham Lanc

Plattsburgh, NY 12901 (518) 563-3636 (518) 563-3839 (fax)

BANK REFERENCES:

JP Morgan Chase

One Chase Plaza, 7th Floor

New York, NY 10005

Account No.:

910-2-637635

Contact:

Credit Reference Group

Tel:

(817) 399-7201

Fax:

(817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Product Data Sheet



9900 West 109th Street - Suite 100 Overland Park, Kansas 66210 Phone 800-755-7258 Fax 800-359-7258

DE-ICING SALT

PRODUCTION LOCATION

Cote Blanche, Louisiana

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (ln.)	Cum. %	Range	Ret.	Range %
3/4		0.742	100.0	99 - 100	0.0	0-1
1/2		0.500	99.7	98 - 100	0.3	0-2
3/8	0.375	0,375	95.5	87 - 100	4.2	0-12
4	4	0.1870	69.6	35 - 100	25.8	0 - 55
8	8	0.0937	36.3	0-92	33.3	0 - 76
16	14	0.0464	15.8	0 - 40	20.5	0 - 64
30	28	0.0234	5.6	0 - 20	9.2	0 - 24
Pan	Pan				6.6	0 - 20

Average Particle Size 0.162 inches (5.11mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(0 ⁰ 0)	98.26	96 97-99.55
Calcium Sulfate	CaSO ₄	(%)	1.36	0.01-2.71
Calcium Chloride	CaCla	(%)	0.01	0.00-0.10
Magnesium Chloride	MgCl ₂	(%)	0.01	0.00 - 0.02
Moisture	H ₂ O	(%)	0.04	0.00 - 0.06
Water Insolubles	j	(%)	0,19	0.00 - 0.76

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

	· · · · · · · · · · · · · · · · · · ·	····
Product Description and Codes	UPC code	Product Code
Bulk		7608

ADMIXTURE

Yellow Prussiate of Soda (YPS) added

Product Data Sheet



9900 West 109th Street - Suite 100 Overland Park, Kansas 66210 Phone 800-755-7258 Fax 800-359-7258

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Chemical Analysis (99,7% Confidence)		···········	Typical	Range
Sodium Chloride	NaC1	(%)	97.84	96 - 99
Calcium Sulphate	CaSO ₄	(%)	1.57	0.39 - 3
Magnesium Chloride	MgCl ₂	(%)	0.03	0 ~ 0.06
Moisture		(%)	0.12	0.00 - 0.30
Water Insolubles		(%)	0.22	0.09 - 0.36
Calcium	Ca	ppm	4452	2126 - 6778
Magnesium	Mg	ppm	69	1 - 161
Sulphate	SO.	ppm	10670	5096 - 16244

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

US\$ Mesh	Tyler Mesh	Open. (in.)	Ret.	Range	Cum %	Range
0.500	0.500	0.500	0.3	0 – 2	0,3	0 – 2
3/8	0.371	0.374	4.0	0 - 8	4.3	0-9
4	4	0.187	25.8	17 - 34	30. J	19 - 41
8	8	0.0937	29.7	23 - 35	59.8	50 - 70
16	14	0.0464	18.8	14 - 24	78.6	72 - 85
30	28	0.0236	10.4	0-3	89.01	85 - 93
Pan	Pan		10.9	6 - 15	100.0	

Average Particle Size 0.013 inches (6.37 mesh)

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

PHYSICAL PROPERTIES

Bulk Density 1220 kg/m³ (76 lbs/ft³)

Product Description and Codes	UPC code	Product Code
Bulk		6615



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier

Sait

Other means of Identification

American Backwoods Animal Nutrition Products

Sodium Chloride

Sifto Safe Step Standard Salt

Sifto Ice Salt

Sifto Sodium Chloride Sifto Safe Step EnviroGuard

QwikSalt Ice-A-Way IceAway Turbo

IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue

Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue

EconoBlend 370
Winter Storm
Winter Storm Blue
Safe Step Pro Series 550
Safe Step Pro Series 570
Safe Step 6300 Enviro Blend

Safe Step Pro Series 980 Choice Formula

Safe Step Sure Paws Sifto Safe Step Sure Paws

American Stockman Animal Nutrition Products

Nature's Own water care products Sure Soft water care products Natural Saft water care Pro Soft water care products

Salt brine

Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950

MaxiFonte Solar salt

Canadian Stockman Animal Nutrition products

Sifto pool salt Crystal Plus

Recommended use

Recommended restrictions

De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition. None known.

Manufacturer

Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US

913-344-9200

CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards identification

Physical hazards

Not classified.

Health hazards
Environmental hazards

Not classified.

OSHA defined hazards

Not classified.

Label elements

Hazard symbol

None.

Signal word

None.

Hazard statement

The product and/or mixture does not meet the criteria for classification.

Precautionary statement Prevention Observe good industrial hygiene practices. Response Wash hands after handling. Storage Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10) Disposal Dispose of waste and residues in accordance with local authority requirements. Hazard(s) not otherwise None known. classified (HNOC) Supplemental information Not applicable. 3. Composition/Information on Ingredients Mixture Composition comments The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria. 4. First Aid Measures Inhalation Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist. Rinse skin with water/shower. Get medical attention if irritation develops and persists. Skin contact Eye contact Rinse with water. Get medical attention if irritation develops and persists. Ingestion Rinse mouth. If ingestion of a large amount does occur, seek medical attention. Most important Direct contact with eyes may cause temporary irritation. symptoms/effects, acute and delayed Indication of Immediate Treat symptomatically. medical attention and special treatment needed 5. Fire Fighting Measures Suitable extinguishing media Salt and salt mixtures are non-combustible. Unsuitable extinguishing Not applicable. media Specific hazards arising from During fire, gases hazardous to health may be formed. the chemical Special protective equipment Use appropriate firefighting PPE as a general precaution. and precautions for firefighters Fire-fighting Salt is not combustible and is thus not the material of concern for firefighting equipment or equipment/instructions methods. Specific methods In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized. General fire hazards No unusual fire or explosion hazards noted. Hazardous combustion Chlorine. Hydrogen chloride. Oxides of sodium. products Explosion data Sensitivity to mechanical Not available. impact Sensitivity to static Not available. discharge Accidental Release Measures Personal precautions. Restrict area to facilitate clean up. protective equipment and emergency procedures Methods and materials for Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 containment and cleaning up of the SDS. **Environmental precautions** Avoid direct release into waterways and sewers. 7. Handling and Storage

Precautions for safe handling

Use care in handling/storage. Avoid breathing dust.

Conditions	for safe	storage,
including a		

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits

Biological limit values

Appropriate engineering controls

No exposure limits noted for ingredient(s).

No biological exposure limits noted for the ingredient(s).

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection

Safety glasses if eye contact is possible.

Skin protection

Hand protection

If there is constant skin contact, rubber gloves are recommended.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

General hygiene

considerations

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

equipment

Not applicable

Not applicable

Not applicable

Not available.

Not applicable

Not applicable.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or exp	losive limits
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable

Vapor pressure

Vapor density

Solubility(ies)

Relative density

Auto-ignition temperature

Decomposition temperature

Not applicable

Viscosity

Not applicable

10. Stability and Reactivity

Reactivity

None known. Possibility of hazardous

reactions

No dangerous reaction known under conditions of normal use.

Chemical stability

Material is stable under normal conditions.

Conditions to avoid

Contact with incompatible materials, i.e strong oxidizing agents.

incompatible materials

Strong oxidizing agents.

Hazardous decomposition

products

Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion

Expected to be a low ingestion hazard.

Inhalation

No adverse effects due to inhalation are expected. No adverse effects due to skin contact are expected.

Skin contact Eye contact

Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Not classified.

Product

Species Test Results

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation

Exposure minutes Not available. Not avaijable. Erythema value Oedema value Not available.

Serious eye damage/eye

irritation

Direct contact with eyes may cause temporary irritation.

Prolonged skin contact may cause temporary irritation.

Corneal opacity value Iris lesion value Conjunctival reddening Not available. Not avallable.

value

Not available.

Conjunctival oedema value Recover days

Not available. Not available.

Respiratory or skin sensitization

Respiratory sensitization

Not available.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

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

mutagenic or genotoxic.

Mutagenicity

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

Carcinogenicity

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

Reproductive toxicity

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

Teratogenicity Specific target organ toxicity -

single exposure

Not classified. Not classified.

Specific target organ toxicity -

repeated exposure

Not classified.

Aspiration hazard

Not classified.

Chronic effects

Not classified.

Further information

Synergistic Products

This product has no known adverse effect on human health.

Name of Toxicologically Not available.

12. Ecological Information

Ecotoxicity

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

Persistence and degradability

No data is available on the degradability of this product.

Bloaccumulative potential

Mobility in soil

No data available. No data available.

Mobility in general Other adverse effects

Not available. No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions

Local disposal regulations

Collect and reclaim or dispose in sealed containers in accordance with applicable regulations. Dispose in accordance with all applicable regulations.

Hazardous waste code

The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused

products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products

Regulations.

WHMIS status

Not Controlled

US federal regulations

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

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

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

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

SARA 311/312 Hazardous

chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Safe Drinking Water Act

Not regulated.

(SDWA)

Food and Drug

Administration (FDA)

Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material

is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

Country(s) or region

inventory name

On inventory (yes/no)*

Canada

Domestic Substances List (DSL)

Yes

A

Non-Domestic Substances List (NDSL)

No

United States & Puerto Rico

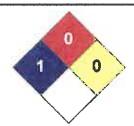
Toxic Substances Control Act (TSCA) Inventory

Yes

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight 1	
Minimal	0





Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

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Expiry date Further information

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Prepared by Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of

Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

^{*}A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)