



State of West Virginia
Mr. Mark Atkins
2019 Washington Street, East
Charlestown, WV 25305

July 24, 2017

RE: Sodium Chloride – Roadway Salt Purchasing Card

American Rock Salt Company LLC (ARSC) understands the State utilizes and requires their Vendors to accept payment via purchasing card for all orders under this contract.

ARSC would also like to offer the option of paying your invoices by ACH payment. With an ACH payment, you can see immediately that your payment was received. Your payment arrives more quickly with an ACH payment. Some companies, such as insurance companies, offer a discount to consumers who opt to pay their premiums via an ACH payment. ACH saves not only the Vendor time and money but also would save the State additional time and money.

Purchasing cards can supply the consumers with some added benefits. However, the cost to process these cards is expensive and your Vendors pass this additional cost onto you and it is reflected in your pricing each year. This cost could be avoided if the State would consider an ACH payment option. Last year alone, your pricing reflected an additional cost of \$83,500. This year, ARSC again had to add additional cost per ton to your pricing to cover the additional cost to process purchases via these purchasing cards.

ARSC are more than willing to continue to take the purchasing cards per the specifications of the contract. We are reaching out to the State to try and come up with a solution that would save the State and its vendors time and money!

Thank you for the opportunity to submit our quotation. We look forward to doing business with you during the 2017-2018 season.

Sincerely,

Jamie A. McClain
Marketing Manager
Phone: (888) 762-7258
customerservice@americanrocksalt.com

07/25/17 09:35:32
WV Purchasing Division

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies 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 disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may 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, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. 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 within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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 bond in the amount of _____. The performance bond must be received by the 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 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 all 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 purchasing.requisitions@wv.gov.

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 pre-award 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 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. 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.

Jamie A McClain
(Name, Title)
Jamie A. McClain, Marketing Manager
(Printed Name and Title)
PO Box 190 - Mt. Morris, NY 14510
(Address)
(888) 762-7258 / (585) 243-7676
(Phone Number) / (Fax Number)
customerservice@americanrocksalt.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.

American Rock Salt Co., LLC
(Company)

Jamie A McClain
(Authorized Signature) (Representative Name, Title)

Jamie A. McClain - Marketing Manager
(Printed Name and Title of Authorized Representative)

July 24, 2017
(Date)

(888) 762-7258 / (585) 243-7676
(Phone Number) (Fax Number)

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (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 will not 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.

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- 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.

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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

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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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- 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

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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.

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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.

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

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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.

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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.

CRFQ 0803 DOT1800000003
REQUEST FOR QUOTATION
Sodium Chloride - Roadway Salt

- 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: Jamie A. McClain
Telephone Number: (888) 762-7258
Fax Number: (585) 243-7676
Email Address: jamie.mcclain@americanrocksalt.com

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 1

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

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

Sodium Chloride

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

DISTRICT 1

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

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

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.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	850		
Boone	Rock Creek	1,300		
Boone	Seth	850		
Boone	Total Estimated Quantity for County	3,000	No Bid	No Bid
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,450	No Bid	No Bid
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	No Bid	No Bid
Mason	Glenwood	0		
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	No Bid	No Bid
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	No Bid	No Bid
Estimated Total per District		13,900		No Bid

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

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 2

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Cabell	Barboursville	1925		
Cabell	I-64 @ Huntington	650		
Cabell	Total Estimated Quantity for County	2575	No Bid	No Bid
Lincoln	West Hamlin	500		
Lincoln	Yawkey	375		
Lincoln	Harts	375		
Lincoln	Total Estimated Quantity for County	1250	No Bid	No Bid
Logan	Corridor G @ Chapmanville	675		
Logan	Wilkinson	525		
Logan	Man	375		
Logan	Total Estimated Quantity for County	1575	No Bid	No Bid
Mingo	Corridor G @ Miller's Creek, Bldg #03011	525		
Mingo	Mingo Cty @ Miller's Creek, Bldg #03025	600		
Mingo	Gilbert	200		
Mingo	Total Estimated Quantity for County	1325	No Bid	No Bid
Wayne	Pritchard	650		
Wayne	Wayne	600		
Wayne	Crum	400		
Wayne	Total Estimated Quantity for County	1650	No Bid	No Bid
Estimated Total per District		8,375		No Bid

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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 3**

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	0		
Calhoun	Total Estimated Quantity for County	0	No Bid	No Bid
Jackson	Ripley	500		
Jackson	I-77 @ Medina	500		
Jackson	Total Estimated Quantity for County	1,000	No Bid	No Bid
Pleasants	Belmont	500		
Pleasants	Total Estimated Quantity for County	500	No Bid	No Bid
Ritchie	APD Pennsboro	200		
Ritchie	Ellenboro	500		
Ritchie	Corridor D @ Nutter Farm	50		
Ritchie	Smithville	50		
Ritchie	Total Estimated Quantity for County	800	No Bid	No Bid
Roane	Lefthand @ WV 36	50		
Roane	Ambler Ridge @ US 119	50		
Roane	Spencer	600		
Roane	Total Estimated Quantity for County	700	No Bid	No Bid
Wirt	Elizabeth	500		
Wirt	Total Estimated Quantity for County	500	No Bid	No Bid
Wood	Parkersburg @ Rt. 95S	0		
Wood	I-77 @ Parkersburg	0		
Wood	Corridor D @ Riverhill	0		
Wood	Total Estimated Quantity for County	0	No Bid	No Bid
Estimated Total per District		3,500		No Bid

Quantities listed in this solicitation are estimated quantities.

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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 4

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	1,500		
Doddridge	Total Estimated Quantity for County	1,500	No Bid	No Bid
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	\$69.34	\$568,588.00
Marion	Fairmont	1,200		
Marion	Mannington	650		
Marion	Total Estimated Quantity for County	1,850	\$65.82	\$121,767.00
Monongalia	I-79 @ Goshen Road	2,250		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,650	\$63.88	\$488,682.00
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	\$63.66	\$671,613.00
Taylor	Fetterman/Prunytown	1,500		
Taylor	Total Estimated Quantity for County	1,500	\$65.56	\$98,340.00
Estimated Total per District		31,250		\$1,948,990.00

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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.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended 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	\$76.76	\$406,828.00
Hampshire	Romney	500		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,500	\$76.32	\$114,480.00
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	\$75.04	\$75,040.00
Morgan	Berkeley Springs	500		
Morgan	Largent	250		
Morgan	Total Estimated Quantity for County	750	No Bid	No Bid
Estimated Total per District		13,200		\$596,348.00

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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.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	1800		
Brooke	Weirton	1300		
Brooke	Total Estimated Quantity for County	3100	\$63.05	\$195,455.00
Hancock	New Manchester	3100		
Hancock	Total Estimated Quantity for County	3100	\$65.28	\$202,368.00
Marshall	Glen Dale	3100		
Marshall	Cameron	1700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	5500	\$65.20	\$358,600.00
Ohio	Triadelphia	4400		
Ohio	I-70 @ Triadelphia	4000		
Ohio	Total Estimated Quantity for County	8400	\$62.14	\$521,976.00
Tyler	Sistersville	1300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2200	No Bid	No Bid
Wetzel	New Martinsville	1200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1000		
Wetzel	Total Estimated Quantity for County	3000	No Bid	No Bid
Estimated Total per District		25,300		\$1,278,399.00

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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.
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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 7

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	1,900		
Barbour	Belington	1,400		
Barbour	Total Estimated Quantity for County	3,300	\$69.62	\$229,746.00
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	\$78.45	\$384,405.00
Gilmer	Glenville	1,200		
Gilmer	Total Estimated Quantity for County	1,200	No Bid	No Bid
Lewis	Weston (Ben Dale)	1,800		
Lewis	Corridor H @ Mudlick	1,300		
Lewis	Total Estimated Quantity for County	3,100	\$71.92	\$222,952.00
Upshur	Clow Lot @ Buckhannon	2,500		
Upshur	Tennerton	200		
Upshur	Kanawha Head	700		
Upshur	Total Estimated Quantity for County	3,400	\$73.10	\$248,540.00
Webster	Cherry Falls	400		
Webster	Cowen	400		
Webster	Hacker Valley	300		
Webster	Total Estimated Quantity for County	1,100	No Bid	No Bid
Estimated Total per District		17,000		\$1,085,643.00

Quantities listed in this solicitation are estimated quantities.

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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.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended 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	No Bid	No Bid
Randolph	Elkins	750		
Randolph	Harman	550		
Randolph	Coalton	300		
Randolph	Valley Head	350		
Randolph	Mill Creek	500		
Randolph	Pickens	200		
Randolph	Corridor H Lot @ Elkins	600		
Randolph	Total Estimated Quantity for County	3250	No Bid	No Bid
Tucker	Parsons	500		
Tucker	Thomas	250		
Tucker	Total Estimated Quantity for County	750	\$72.26	\$54,195.00
Estimated Total per District		6,350		\$54,195.00

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

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 9

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	2300		
Fayette	Lookout	1200		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	3500	No Bid	No Bid
Greenbrier	Lewisburg	1000		
Greenbrier	Crawley	2100		
Greenbrier	I-64 @ Hart's Run	1000		
Greenbrier	Total Estimated Quantity for County	4100	No Bid	No Bid
Monroe	Union	700		
Monroe	Peterstown	300		
Monroe	Total Estimated Quantity for County	1000	No Bid	No Bid
Nicholas	Summersville	1700		
Nicholas	Curtin	1300		
Nicholas	Corridor L @ Muddlety	1500		
Nicholas	Total Estimated Quantity for County	4500	No Bid	No Bid
Summers	Hinton	800		
Summers	Total Estimated Quantity for County	800		
Estimated Total per District		13,900		No Bid

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

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 10

DO NOT TYPE IN GRAY HIGHLIGHTED AREAS.

County	WVDOH Delivery/Storage Location Site	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	Havaco	1,500		
McDowell	Yukon	300		
McDowell	Johnnycake Mountain	350		
McDowell	Raysel	350		
McDowell	Total Estimated Quantity for County	2,500	No Bid	No Bid
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	No Bid	No Bid
Raleigh	Skelton	4,000		
Raleigh	Bolt	500		
Raleigh	I-64 @ Bragg	4,000		
Raleigh	Total Estimated Quantity for County	8,500	No Bid	No Bid
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	100		
Wyoming	Total Estimated Quantity for County	3,600	No Bid	No Bid
Estimated Total per District		20,100		No Bid

Quantities listed in this solicitation are estimated quantities.

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 listed in the schedule, while meeting the 80% minimum or the 120% maximum according to Section 6.2 of the contract specifications.

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

Location of Storage Site		Cost Per Ton*
No Bid		
		No Bid

*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 exceeds 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: American Rock Salt Co., LLC

Authorized Signature: *James A. McClean* Date: July 24, 2017

State of New York

County of Livingston, to-wit:

Taken, subscribed, and sworn to before me this 24th day of July, 2017

My Commission expires April 25, 2021.

AFFIX SEAL HERE

Michele E. Booher
Notary Public, State of New York
No. 01B06126032
Qualified in Livingston County
Commission Expires April 25, 2021

NOTARY PUBLIC *Michele E. Booher*
Purchasing Affidavit (Revised 07/07/2017)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. 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**,

5. 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- 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.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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



320907

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2017

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

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

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): 800-648-1600 E-MAIL ADDRESS: Certificates@wellsfargo.com	FAX (A/C, No): 866-495-4735																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B:</td> <td>American Guarantee and Liability Insurance Com</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td>National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td>Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td>AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Zurich Insurance Company	40142	INSURER B:	American Guarantee and Liability Insurance Com	26247	INSURER C:	National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER D:	Zurich American Insurance Co	16535	INSURER E:	AIG Specialty Insurance Company	26883	INSURER F:	
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INSURER F:																						
INSURED American Rock Salt Company LLC PO Box 190 Mount Morris, NY 14510																						

COVERAGES **CERTIFICATE NUMBER: 11746321** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO018720701	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy AGG Cap \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded. \$1,000		BAP018720901	10/30/2016	10/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000		BE84160140	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC018720601	10/30/2016	10/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Physical Damage Comp. Ded. \$1,000 Coll. Ded. \$1,000		BAP018720901	10/30/2016	10/30/2017	ACV or Cost of Repair, whichever is less

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

American Rock Salt Company LLC
Proof of Insurance
PO Box 190
Mount Morris, NY 14510

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 REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 11044160 issued on 10/27/2016)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Property-Special Form			MNG3500495-15	08/01/2016	08/01/2017	\$1,000,000
D	All Risk Transit/Cargo			MNG 3500495-15	08/01/2016	08/01/2017	\$1,000,000
E	Pollution Legal Liability			1702427	02/02/2015	02/02/2018	Claims-Made Coverage

AMERICAN ROCKSALT COMPANY LLC

Authorization to Execute Bids

One of the following representatives (the "Authorized Representative") of American Rock Salt Company LLC, a New York limited liability company (the "Company"):

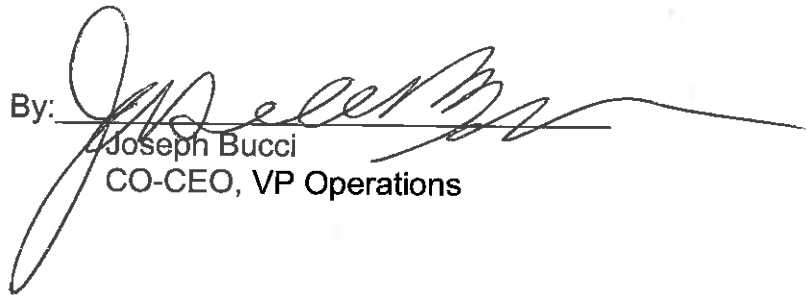
Jamie A. McClain
Jeanette A. Starr

Marketing Manager
Controller

Is hereby authorized to execute and deliver, in the name and on behalf of the company, any contract or bid, including any amendment thereto, with respect to the sale of salt by the Company, in all such form and containing such terms and conditions as any Authorized Representative shall approve, such approval to be conclusively evidenced by the execution thereof by an Authorized Representative.

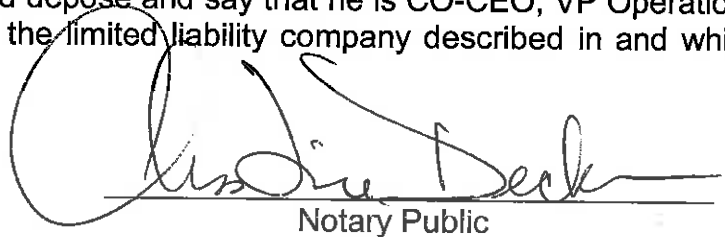
IN WITNESS WHEREOF, the company has caused this Authorization to be executed by its duly authorized manager, on June 9, 2016.

AMERICAN ROCK SALT COMPANY LLC

By: 
Joseph Bucci
CO-CEO, VP Operations

State of New York)
County of Livingston) ss.:

On this 9th day of June, 2016, before me personally came JOSEPH BUCCI, to me known, who being by me duly sworn, did depose and say that he is CO-CEO, VP Operations of American Rock Salt Company LLC, the limited liability company described in and which executed this Authorization.


Notary Public

CHRISTINE DECKER
NOTARY PUBLIC State of New York
Registration # 01DE5056194
Qualified in Livingston County
Commission Expires 8/4/18



SAFETY DATA SHEET

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Directives

1. PRODUCT IDENTIFICATION

1.1 COMMON NAME: **Rock Salt, Halite, Salt**
CHEMICAL NAME: Sodium Chloride
CHEMICAL FORMULA: NaCl
CAS#: 7647-14-5
PRODUCT NAMES AS LABELED: Bulk Ice Control (Product Number BIC)
1.2 PRODUCT USE: The de-icing of roads, walkways and surfaces
1.3 MANUFACTURER'S NAME: **American Rock Salt Company LLC**
ADDRESS: 5520 Route 63, Mount Morris, New York 14510
BUSINESS PHONE: 1-585-243-9510
FAX NUMBER: 1-585-243-4353
WEB SITE: www.americanrocksalt.com
1.4 EMERGENCY PHONE NUMBER:
EMERGENCY PHONE #: 1-585-243-9544
EMAIL: SDS@americanrocksalt.com
1.5 PREPARATION INFORMATION:
DATE OF CURRENT REVISION: June 10, 2015
DATE OF LAST REVISION: New

2. HAZARD IDENTIFICATION

EMERGENCY OVERVIEW:

Product Description: This product is a white to off-white crystalline solid with no odor.
Health Hazards: Exposure to this product may cause irritation to eyes. Prolonged contact may cause skin irritation. May cause respiratory tract irritation.
Flammability Hazards: This product is a non-flammable solid.
Reactivity Hazards: None known
Environmental Hazards: The Environmental effects of this product have not been investigated. Release of this product is not expected to have significant adverse effects in the aquatic environment.

US DOT SYMBOLS
Non-Regulated Material

CANADA (WHMIS) SYMBOLS
"Not Controlled"

EUROPEAN and (GHS) Hazard Symbols



Signal Word: **WARNING!**

2.1 CLASSIFICATION OF SUBSTANCE OR MIXTURE IN ACCORDANCE WITH 29 CFR 1200 (OSHA HCS) AND THE EUROPEAN UNION DIRECTIVES:

This product does meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910. 1200 AND the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

EU HAZARD CLASSIFICATION OF INGREDIENTS PER DIRECTIVE 1272/2008/EC:

Index Number:

EC# 231-595-3 This substance is not classified in the Annex VI of Directive 67/548/EEC

EC# 237-081-9 This substance is not classified in the Annex VI of Directive 67/548/EEC

EC# 233-140-8 Annex VI index# 017-013-00-2

Substances not listed either individually or in group entries must be self classified.

Component(s) Contributing to Classification(s)

All Components

2.2 LABEL ELEMENTS:

GHS Hazard Classification(s):

Skin Irritant Category 2

Eye Irritant Category 2A

STOT SE Category 3



SAFETY DATA SHEET

Hazard Statement(s):

H315: Causes skin irritation
 H319: Causes serious eye irritation
 H335: May cause respiratory irritation

Precautionary Statement(s):

P261: Avoid breathing fume/mist/vapors/spray
 P264: Wash skin after handling
 P281: Use personal protective equipment as required

EU HAZARD CLASSIFICATION OF INGREDIENTS PER DIRECTIVE 1999/45/EC:

[Xi] Irritant

Risk Phrases:

R36/37/38: Irritating to eyes, respiratory system and skin

Safety Phrases:

S24/25: Avoid contact with skin and eyes
 S45: In case of accident or if you feel unwell, seek medical attention immediately,

2.3 HEALTH HAZARDS OR RISKS FROM EXPOSURE:

SYMPTOMS OF OVEREXPOSURE BY ROUTE OF EXPOSURE: The most significant routes of exposure for this product are by inhalation, skin contact, eye contact or ingestion.

ACUTE:

INHALATION: Inhalation may be irritating to the respiratory tract.

CONTACT WITH SKIN: Repeated or prolonged contact may cause skin irritation.

EYE CONTACT: Contact may irritate the eyes, resulting in redness or watering.

INGESTION: Ingestion of a large quantity may cause gastrointestinal irritation with nausea and vomiting.

CHRONIC: None known

TARGET ORGANS: Acute: Eyes, Skin, Respiratory System

Chronic: None Known

3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT%	CAS#	EINECS #	Hazard Classification	Risk Phrases
Sodium Chloride	>99%	7647-14-5	231-598-3	[Xi] Irritant	R36/37/38
YPS (Yellow Prussiate of Soda) Sodium Ferrocyanide	0.0075%	13601-19-9	237-081-9	Not Classified	None
Liquid Calcium Chloride (Anhydrous, 20 – 45% CaCl ₂ Solution)	0.0017%	10043-52-4	233-140-8	[Xi] Irritant	R36
Liquid Calcium Chloride may be present on salt. Added to YPS delivery system during cold months					
Balance of other ingredients is less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2010 format. This product has been classified in accordance with the hazard criteria of the CPR and the SDS contains all the information required by the CPR, EU Directives and the Japanese Industrial Standard JIS Z 7250: 2000.

4. FIRST-AID MEASURES

4.1 DESCRIPTION OF FIRST AID MEASURES:

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for at least 15 minutes. Seek medical attention if irritation persists.

SKIN CONTACT: If product contacts skin, wash skin thoroughly with soap and water after handling. Seek medical attention if irritation develops and persists.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

INGESTION: If product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: None known

4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:

Exposure to this product may cause irritation to skin and eyes. Inhalation of dust may cause irritation to respiratory system. May be harmful if swallowed with digestive tract irritation and vomiting.



SAFETY DATA SHEET

4.3 RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate overexposure.

5. FIRE-FIGHTING MEASURES

5.1 FIRE EXTINGUISHING MATERIALS:

Use fire extinguishing methods below:

Water Spray: Yes **Carbon Dioxide:** Yes
Foam: Yes **Dry Chemical:** Yes
Halon: Yes **Other:** Any "C" Class

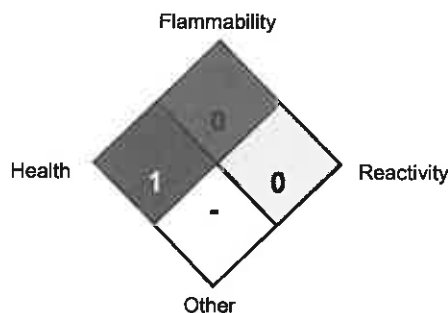
5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:

None known
Explosion Sensitivity to Mechanical Impact: No
Explosion Sensitivity to Static Discharge: No

5.3 SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)			1
FLAMMABILITY HAZARD (RED)			0
PHYSICAL HAZARD (YELLOW)			0
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

See section 8.2 for Exposure Controls.

6.2 ENVIRONMENTAL PRECAUTIONS:

No specific hazards connected with leaks and splits.

6.3 SPILL AND LEAK RESPONSE:

Sweep up spilled materials and place in appropriate container for disposal or re-use. Dispose of in accordance with U.S. Federal, State, and local hazardous waste disposal regulations and those of Canada and its Provinces, those of Australia, Japan and EU Member States (see Section 13, Disposal Considerations).

7. HANDLING and STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

Establish good personal hygiene and work practices. Always wash hands and face before eating, drinking or smoking.

7.2 STORAGE AND HANDLING PRACTICES:

Store in a dry area with <75% relative humidity to avoid caking.

7.3 SPECIFIC USES:

De-icing roads and walkways.

8. EXPOSURE CONTROLS - PERSONAL PROTECTION



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8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA
Sodium Chloride	7647-14-5	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust

8.2 EXPOSURE CONTROLS:

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Not normally required when using this product. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION Safety glasses or goggles are recommended to prevent eye contact. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

HAND PROTECTION: Protective gloves are recommended to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

BODY PROTECTION: Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards.

9. PHYSICAL and CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

APPEARANCE (Physical State) and COLOR: This product is a white to off-white crystalline solid with no odor.

ODOR: None

ODOR THRESHOLD: Not Applicable

pH: Not Applicable

MELTING/FREEZING POINT: Not Applicable

BOILING POINT: >2575°F

FLASH POINT: Not Applicable

EVAPORATION RATE (n-BuAc=1): Not Available

FLAMMABILITY (SOLID, GAS): Not Applicable

UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS: Not Applicable

VAPOR PRESSURE (mm Hg @ 20°C (68°F): 2.4 mm @ 1376°F

VAPOR DENSITY: Not Applicable

RELATIVE DENSITY: Not Applicable

DENSITY: Not Applicable

SPECIFIC GRAVITY: 2.165

SOLUBILITY IN WATER: 317 g/l @ 60°F

WEIGHT PER GALLON: Not Available

PARTITION COEFFICIENT (n-octanol/water): Not Applicable

AUTO-IGNITION TEMPERATURE: Not Applicable

DECOMPOSITION TEMPERATURE: Not Available

VISCOSITY: Not Available

VOC g/l / Lb/gal: 0

9.2 OTHER INFORMATION:

No additional information available.

10. STABILITY and REACTIVITY

10.1 REACTIVITY:

This product is not reactive.

10.2 STABILITY:



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Stable under conditions of normal storage and use.

10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Chemical reactions occur when this product is involved with strong acids such as sulfuric or nitric acid.

10.4 CONDITIONS TO AVOID:

Incompatible materials

10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

Strong acids

10.6 HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition products include hydrochloric acid.

11. TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:

TOXICITY DATA:

CAS#: 7647-14-5

Oral, rat: LD50 = 3,000 mg/kg;

SUSPECTED CANCER AGENT: None of the ingredients within this product are found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, or suspected to be, cancer-causing agents by these agencies.

IRRITANCY OF PRODUCT: This product may be irritating to skin, eyes or respiratory system.

SENSITIZATION TO THE PRODUCT: This product is not considered a respiratory system or skin sensitizer.

REPRODUCTIVE TOXICITY INFORMATION: No information concerning the effects of this product and its components on the human reproductive system.

SPECIFIC TARGET ORGAN TOXICITY – SINGLE EXPOSURE: Eyes, respiratory System and Skin

SPECIFIC TARGET ORGAN TOXICITY – REPEATED EXPOSURE: None known

ASPIRATION HAZARD: None

12. ECOLOGICAL INFORMATION

12.1 TOXICITY:

This material is water soluble and occurs naturally, and is unlikely to have any long term effect on the environment. However, large or frequent applications or spills can have a potentially damaging effect on the environment.

12.2 PERSISTENCE AND DEGRADABILITY:

This material is not organic and therefore does not undergo biodegradation.

12.3 BIOACCUMULATIVE POTENTIAL:

Based on available information, the sodium chloride present may bioaccumulate in some aquatic organisms.

12.4 MOBILITY IN SOIL:

This material is water soluble and is expected to move rapidly with surface water or ground water flows.

12.5 RESULTS OF PBT AND vPvB ASSESSMENT:

No specific data available on this product.

12.6 OTHER ADVERSE EFFECTS:

No specific data available on this product.

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

12.7 WATER ENDANGERMENT CLASS:

Water endangering in accordance with EU Guideline 91/155-EWG. Not determined

13. DISPOSAL CONSIDERATIONS

13.1 WASTE TREATMENT METHODS:

Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

13.2 EU Waste Code:

Not determined

14. TRANSPORTATION INFORMATION



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US DOT, IATA, IMO, ADR:

U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS: This product is classified (per 49 CFR 172.101) by the U.S. Department of Transportation, as follows.

14.1 PROPER SHIPPING NAME: Non-Regulated Material

14.2 HAZARD CLASS NUMBER and DESCRIPTION: None

14.3 UN IDENTIFICATION NUMBER: None

14.4 PACKING GROUP: None

14.5 DOT LABEL(S) REQUIRED: None

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER: None

RQ QUANTITY: None

14.6 MARINE POLLUTANT: None of the components of this product are designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

14.7 SPECIAL PRECAUTIONS FOR USER:

Avoid exposure

14.8 INTERNATIONAL TRANSPORTION:

INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA): This product is not considered as dangerous goods.

INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO): This product is not considered as dangerous goods.

14.9 TRANSPORT IN BULK ACCORDING TO ANNEX II OF MARPOL 73/78 AND IBC CODE:

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR): This product is not considered by the United Nations Economic Commission for Europe to be dangerous goods.

15. REGULATORY INFORMATION

15.1 UNITED STATES REGULATIONS:

U.S. SARA REPORTING REQUIREMENTS: The components of this product are not subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act.

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for the components of this product. The default Federal SDS submission and inventory requirement filing threshold of 10,000 lbs (4,540 kg) therefore applies, per 40 CFR 370.20.

U.S. CERCLA REPORTABLE QUANTITY (RQ): None

U.S. TSCA INVENTORY STATUS: The components of this product are listed on the TSCA Inventory or are exempted from listing.

OTHER U.S. FEDERAL REGULATIONS: None

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): Ingredients within this product are not on the Proposition 65 Lists.

15.2 CANADIAN REGULATIONS:

CANADIAN DSL/NDSL INVENTORY STATUS: All components are DSL Listed, NDSL Listed and/or are exempt from listing.

OTHER CANADIAN REGULATIONS: Not applicable.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:

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

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is "Not Controlled", per WHMIS Controlled Product Regulations.

15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

See Section 2 for full Details.

15.4 AUSTRALIAN INFORMATION FOR PRODUCT:

The components of this product are listed on the International Chemical Inventory list.

15.5 JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS:

The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.



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JAPANESE ENCS INVENTORY:

The components of this product are on the ENCS Inventory as indicated in the section on International Chemical Inventories, below.

POISONOUS AND DELETERIOUS SUBSTANCES CONTROL LAW:

No component of this product is a listed Specified Poisonous Substance under the Poisonous and Deleterious Substances Control Law.

15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

Japanese Existing National Inventory of Chemical Substances (ENCS): Listed

Philippines Inventory of Chemicals and Chemical Substances (PICCS): Listed

Swiss Giftliste List of Toxic Substances: Listed

U.S. TSCA: Listed

16. OTHER INFORMATION

16.1 ABBREVIATIONS AND ACRONYMS:

ARD: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

NFPA: National Fire Protection Association (USA)

PREPARED BY: Paul Eigbrett – **(GHS MSDS Compliance PLUS)**

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END OF SDS SHEET



YELLOW PRUSSIAN SODA

American Rock salt is treated with Yellow Prussian Soda for anti-caking requirements.

1. DESCRIPTION

The Chemical name for this additive is Sodium Ferrocyanide, a non-toxic food grade additive. The application is in liquid form at a ratio of 75 PPM.

2. SOLUBILITY

Yellow Prussian Soda is 100% soluble in water.

3. PHOTODECOMPOSITION

Yellow Prussian Soda in the outer crust of untarped or uncovered salt will decompose in ultra violet light or sunlight although this reaction is a slow process.

4. YPS is dissolved in water and applied as a spray to the salt on the conveyor system before being loaded into trucks, rail cars or stored in stockpiles.

Primary analytical method

1. PRINCIPLE

Sodium Ferrocyanide (YPS) is converted to Ferric Ferrocyanide (Prussian Blue) in the presence of Ferrous Sulfate and read on a spectrophotometer at 725nm. Free Sodium Ferrocyanide (YPS) is readily converted to Prussian Blue and directly read on the spectrophotometer. However, under certain conditions, YPS may be converted to an insoluble form of Ferrocyanide which will not be detected by the free YPS method. In this case, to accurately determine the YPS concentration, an alkaline digestion is used, and the YPS is reported as Total YPS.

2. ESSENTIAL INSTRUMENTATION and REAGENTS

Spectrophotometer capable of measurement at 725nm, measuring cells conforming to instrument sample holder, 1/2 to 2 inches in width.

Sodium Ferrocyanide decahydrate – $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10\text{H}_2\text{O}$
Ferrous Sulfate (5% solution prepared daily) – $\text{FeSO}_4 \cdot 7\text{H}_2\text{O}$
Sulfuric Acid concentrated – H_2SO_4
2% Sodium Hydroxide (wt/wt) NaOH
1:4 Hydrochloric Acid – HCl

3. PROCEDURE

- Standard Curve Preparation – A 1000 ppm stock standard can be prepared using 1.5927 g Sodium Ferrocyanide decahydrate dissolved in distilled water and diluted to 1 liter. Prepare a 10 ppm working standard from this stock solution. Transfer the appropriate aliquot of the working standard to each of ten numbered 100 ml. volumetric flasks as indicated in the following table.

Flask #	mls of working solution to add	Equivalent Micrograms Anhydrous YPS per ml.
1	0 (Blank)	0.0
2	2	0.2
3	3	0.3
4	5	0.5
5	8	0.8
6	10	1.0
7	15	1.5
8	20	2.0
9	30	3.0
10	40	4.0

- Add 5 ml. of 5% Ferrous Sulfate solution to each flask. Dilute to volume with brine solution prepared using YPS-free salt (see Reagent Preparation). Stopper, mix well and allow 15 minutes for color development. Immediately thereafter, zero the spectrophotometer with the blank and record the absorbances for the remaining concentration levels. Plot a standard curve of absorbance vs. concentration. Using linear regression, determine the correlation coefficient and the slope of the curve.
- A method blank, prepared using the following procedure, is required for each of the following YPS methods. Prepare the blank by dissolving 25 g of YPS free salt in 80 ml. of distilled water. The solution should be clear. However, if turbidity persists, filter the solution through two Gelman type "E" glass fiber filters. Add 5 ml. of 5% Ferrous Sulfate solution to the blank and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Immediately, zero spectrophotometer with the method blank and run a check standard to determine the validity of the calibration curve.

4. FREE YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add 750 ml. distilled water and stir until the salt dissolves. Filter through two Gelman Type "E" glass fiber filters. The solution should be clear, however if turbidity persists filter the solution through a finer pore filter. Dilute the solution to 1 liter using distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

5. TOTAL YPS (ROCK SALT)

Weigh approximately 150 g of salt to the nearest hundredth of a gram and transfer the salt to a 1500 ml. beaker. Add sufficient 2% Sodium Hydroxide to cover the salt and stir for 10 minutes. Then add 700 ml. distilled water and stir until the salt dissolves. Filter the solutions through two Gelman Type "E" glass fiber filters. The solution should be clear, however, if turbidity persists filter the solution through a finer pore filter. In a fume hood, adjust the pH of the solution to between 7.0 – 9.0 with 1:4 hydrochloric acid. Quantitatively transfer the solution to a liter volumetric flask, dilute to volume with distilled water and mix well. Add 5 ml. of 5% Ferrous Sulfate solution to a 100 ml. volumetric flask and add 5 ml. sample aliquots

until a blue color appears. Record the ml. added and dilute to volume with distilled water. Stopper, mix well and allow 15 minutes for color development. Read the sample immediately and record the absorbance. Using the sample absorbance, the slope of the standard curve and the dilutions used to prepare the sample the concentration of YPS in the salt can be determined (refer to sample calculations).

Total YPS – Free YPS = YPS converted to Prussian Blue (Bound).

6. SAMPLE CALCULATION

Total YPS

Sample Size	150.00 g
ml. aliquot to blue	25
Slope of the standard curve	0.1500
Sample Absorbance	0.035

Divide the sample absorbance by the slope to determine gamma, which represents the micrograms (ug) of YPS per ml. of solution in the flask. Divide gamma by the total dilution factor (D.F.) as calculated below, to determine the concentration in parts per million (ppm) of YPS in the salt.

$$\begin{aligned} \text{Tot D.F.} &= (150.00 \text{ g}/1000 \text{ ml.}) \times (25 \text{ ml.}/100 \text{ ml.}) \\ &= (.150) \quad \times \quad (.25) \\ &= 0.0375 \text{ g/ml.} \end{aligned}$$

Abs.	Ug/ml	D.F.	Ppm YPS
0.035	0.2333	0.0375	6.2

Step 1 $(0.035) / (0.1500) = 0.2333 \text{ ug/ml (gamma)}$

Step 2 $(0.2333 \text{ ug/ml}) / (0.0375 \text{ g/ml}) = 6.2 \text{ ug YPS/g salt (ppm)}$

Alternately, the concentration of the sample may be derived directly from the graph of the standard curve by taking the concentration corresponding to the sample absorbance and then dividing this value by the dilution factor (D.F.) to obtain the concentration of YPS in the salt.

7. REAGENT PREPARATION

Brine solution for standard curve – Dissolve 250 g of YPS-free salt in 800 ml. of distilled; deionized water. If the solution appears cloudy, filter the brine through a glass fiber filter, then dilute to 1 liter.

Ferrous Sulfate Solution – 5% (wt/wt) – (solution should be prepared fresh daily) – In a 100 ml. volumetric flask, dissolve 5 g Ferrous Sulfate in 80 ml. distilled water. In a fume hood, add 2 ml. concentrated sulfuric acid and dilute to volume.

Sodium Hydroxide – 2% (wt/wt) – in a 1 liter volumetric flask, dissolve 20 g sodium hydroxide in 800 ml. distilled water, then dilute to volume.

1:4 Hydrochloric Acid – In a fume hood, carefully add 25 ml. of concentrated hydrochloric acid to 75 ml. of distilled, deionized water. Mix well.