



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 - Highways

Proc Folder: 582519

Doc Description: SODIUM CHLORIDE - ROADWAY SALT (6619C056)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-11	2019-06-27 13:30:00	CRFQ 0803 DOT1900000127	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Cargill, Inc-Salt, Road Safety
24950 Country Club Blvd. Ste.450
North Olmsted, Oh. 44070
800-600-SALT(7258)

RECEIVED

2019 JUN 27 AM 11:17

WV PURCHASING
DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN #

41-0177680

DATE 06/25/2019

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR SODIUM CHLORIDE (ROADWAY SALT) PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SODIUM CHLORIDE - ROADWAY SALT	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description :

SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-06-17

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: June 17, 2019 at 10:00 AM EST

Submit Questions to: Crystal G. Hustead

2019 Washington Street, East

Charleston, WV 25305

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

Email: Crystal.G.Hustead@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:

BUYER: Crystal Husted
SOLICITATION NO.: CRFQ DOT1900000127
BID OPENING DATE: June 27, 2019
BID OPENING TIME: 1:30 PM 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 of 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: June 27, 2019 at 1:30 PM 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37(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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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: Initial Contract Term: This Contract becomes effective on award and extends for a period of June 30, 2020

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 of the General Terms and Conditions entitled Licensing, 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☒ *****STATE OF WV MUST BE LISTED ON THE INSURANCE CERTIFICATE**

- ☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications

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

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

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR 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.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. 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.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/24/2019

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

43. 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.

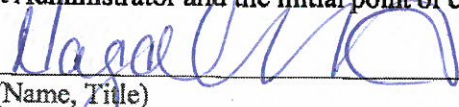
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“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.

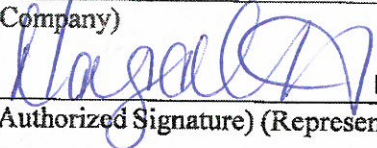
44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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



(Name, Title) Customer Care Representative 1
Nagala M. Robinson Customer Care Representative 1
(Printed Name and Title)
24950 Country Cub Blvd., Ste.450
(Address)
800-600-7258 888-739-8705
(Phone Number) / (Fax Number)
nagala_robinson@cargill.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.

Cargill, Inc.-Salt, Road Safety
(Company)


Nagala M. Robinson Customer Care Rep.1
(Authorized Signature) (Representative Name, Title)

Nagala M. Robinson Customer Care Rep.1
(Printed Name and Title of Authorized Representative)

June 25, 2019
(Date)

800-600-7258 888-739-8705
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000127

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

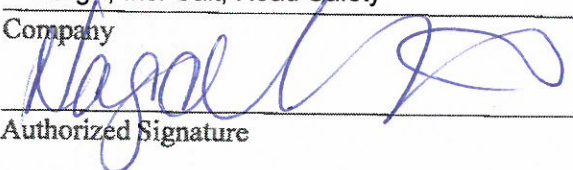
(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cargill, Inc.-Salt, Road Safety
Company


Authorized Signature

June 25, 2019
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ DOT1900000127
Sodium Chloride - Roadway Salt (DOT6619C056)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end 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, 2020; 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 current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment A Standard Specifications Order Form and sent to:

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

A free 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

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MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

3.2.2 Anti-Clumping Material: If an anti-clumping agent is to potentially be applied to Sodium Chloride that will be shipped to any WVDOH delivery/storage location site covered by this contract or that may be picked up by WVDOH forces from a Vendor's storage site, the Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided prior to award of a contract.

3.2.3 Sampling and Testing: Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH
Materials Control, Soils and Testing Division
190 Dry Branch Road
Charleston, WV 25306
Phone: 304-558-3175

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

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

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

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Sodium Chloride - Roadway Salt (DOT6619C056)

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

\$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.

- 3.2.5 Unacceptable Material:** Delivery of material in an unacceptable condition, by visual inspection of the WVDOH District Manager or designee, such as large unusable chunks, loads mixed with foreign material (i.e. dark-colored contaminants, such as charcoal or cinders) will be rejected immediately.

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 low 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.

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4.2 Pricing Pages:

- 4.2.1** Vendor should complete Pricing Pages, Exhibit A, by providing delivery unit prices for Sodium Chloride, per County. 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.

- 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: Crystal.G.Hustead@wv.gov

- 4.3** An information spreadsheet is attached 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

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institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY, GUARANTEE AND RETURN:

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

Shipments for delivery to any WVDOH delivery/storage location site covered by this contract shall be delivered in bulk.

- When a Delivery Order is issued to an awarded Vendor from the inception date of the contract through September 30, 2019, 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, 2019 through March 15, 2020, 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, 2020 through June 30, 2020, 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

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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, 2020. All guaranteed deliveries shall be completed prior to June 30, 2020 or an alternative delivery schedule agreed upon by the awarded Vendor and the WVDOH.

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

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: If the total estimated quantity on this Contract is 191,750 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 Deliver:** 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.

Delay in delivery may be subject to liquidated damages to be paid by the Vendor. The below link details how liquidated damages will be assessed <http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

If an initial delivery has not been received at the WVDOH site after five (5) working days from October 1, 2019 through March 15, 2020 and an alternative

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Sodium Chloride - Roadway Salt (DOT6619C056)

delivery schedule has not been established for this delivery, the WVDOH Central Office, reserves the right to cancel the Delivery Order and proceed to obtain the required quantity of Sodium Chloride from an alternative economical source.

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

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

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

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

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's Delivery/Storage location site. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck.

Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D632 and ASTM E534 or it will be denied receipt. Material delivered in an unacceptable state such as large unusable chunks, loads mixed with foreign material (i.e. dark colored contaminants such as charcoal or cinders) will be denied receipt.

Arrangements shall be made by the Vendor for the immediate return upon the WVDOH denial of receipt. If return by the Vendor is not immediate, the Vendor shall permit the Agency to arrange for the return and the Vendor shall reimburse the

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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.
- 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.

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Sodium Chloride - Roadway Salt (DOT6619C056)

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

9. VENDOR DEFAULT:

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

9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

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

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- 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:	Nagala M. Robinson
Telephone Number:	800-600-7258 ext.2579
Fax Number:	888-739-8705
Email Address:	CustomerCareRoadSafety@cargill.com

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	\$84.12	\$252,360
Clay	Widen Road & CR 11	1,350		
Clay	Maysel	100		
Clay	Total Estimated Quantity for County	1,450	\$85.33	\$123,728.50
Kanawha	Chelyan	1,000		
Kanawha	Elkview	1,000		
Kanawha	North Charleston	1,000		
Kanawha	St. Albans	1,000		
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	10,450	NB	NB
Mason	Glenwood			
Mason	Pt. Pleasant	1,000		
Mason	Total Estimated Quantity for County	1,000	\$77.42	\$77,420.00
Putnam	Red House	1,000		
Putnam	Hurricane @ Rt. 34	1,000		
Putnam	I-64 @ Scary Creek	1,000		
Putnam	US 35 @ Frazier's Bottom	1,000		
Putnam	Total Estimated Quantity for County	4,000	\$79.00	\$316,000.00
Estimated Total per District		19,900		\$769,508.50

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	4,500		
Cabell	I-64 @ Huntington	1,800		
Cabell	Total Estimated Quantity for County	6,300	\$73.36	\$462,168.00
Lincoln	West Hamlin	1,300		
Lincoln	Yawkey	1,000		
Lincoln	Harts	1,000		
Lincoln	Total Estimated Quantity for County	3,300	\$76.72	\$253,176.00
Logan	Corridor G @ Chapmanville	2,000		
Logan	Wilkinson	1,500		
Logan	Man	1,000		
Logan	Total Estimated Quantity for County	4,500	\$83.69	\$376,605.00
Mingo	Corridor G @ Miller's Creek, Bldg #03011	1,300		
Mingo	Mingo Cty @ Miller's Creek, Bldg #03025	1,500		
Mingo	Gilbert	500		
Mingo	Total Estimated Quantity for County	3,300	\$83.29	\$274,857.00
Wayne	Pritchard	1,600		
Wayne	Wayne	1,500		
Wayne	Crum	1,000		
Wayne	Total Estimated Quantity for County	4,100	\$75.28	\$308,648.00
Estimated Total per District		21,500		\$1,675,454

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 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	4,200		
Calhoun	Total Estimated Quantity for County	4,200	\$93.09	\$390,978.00
Jackson	Ripley	2,200		
Jackson	I-77 @ Medina	1,200		
Jackson	Total Estimated Quantity for County	3,400	\$81.99	\$278,766.00
Pleasants	Belmont	1,300		
Pleasants	Total Estimated Quantity for County	1,300	\$90.96	\$118,248.00
Ritchie	APD Pennsboro	1,900		
Ritchie	Ellenboro	2,400		
Ritchie	Corridor D @ Nutter Farm	400		
Ritchie	Smithville	400		
Ritchie	Total Estimated Quantity for County	5,100	\$94.43	\$481,593.00
Roane	Lefthand @ WV 36	100		
Roane	Ambler Ridge @ US 119	100		
Roane	Spencer	1,400		
Roane	Total Estimated Quantity for County	1,600	\$84.54	\$135,258.67
Wirt	Elizabeth	1,600		
Wirt	Total Estimated Quantity for County	1,600	\$80.63	\$129,008.00
Wood	Parkersburg @ Rt. 95S	4,500		
Wood	I-77 @ Parkersburg	1,000		
Wood	Corridor D @ Riverhill	700		
Wood	Total Estimated Quantity for County	6,200	\$93.84	\$581,808.00
Estimated Total per District		23,400		\$2,115,659.67

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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	\$94.86	\$142,290.00
Harrison	Gore	4,500		
Harrison	Saltwell	600		
Harrison	I-79 @ Lost Creek	1,800		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	8,900	\$93.72	\$834,108.00
Marion	Fairmont	1,200		
Marion	Mannington	750		
Marion	Total Estimated Quantity for County	1,950	\$88.79	\$173,140.50
Monongalia	I-79 @ Goshen Road	2,500		
Monongalia	Ridgedale	4,500		
Monongalia	Pentress	900		
Monongalia	Total Estimated Quantity for County	7,900	\$84.58	\$668,182.00
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	2,500		
Preston	Total Estimated Quantity for County	10,800	\$86.84	\$937,872.00
Taylor	Fetterman/Prunytown	1,750		
Taylor	Total Estimated Quantity for County	1,750	\$87.31	\$152,792.50
Estimated Total per District		32,800		\$2,908,385.00

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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)	1,300		
Berkeley	1867 Rock Cliff Drive (0502)	2,500		
Berkeley	I-81 @ Exit 8 (0571)	2,500		
Berkeley	Total Estimated Quantity for County	6,300	\$68.94	\$434,322.00
Grant	Petersburg	1,200		
Grant	Mt. Storm	1,500		
Grant	Corridor H @ Knobley Road (0582)	3,000		
Grant	Total Estimated Quantity for County	5,700	\$79.93	\$455,601.00
Hampshire	Romney	800		
Hampshire	Capon Bridge	500		
Hampshire	Slanesville	500		
Hampshire	Total Estimated Quantity for County	1,800	\$78.49	\$141,282.00
Hardy	Moorefield	1,500		
Hardy	Baker	2,000		
Hardy	Total Estimated Quantity for County	3,500	\$81.95	\$286,825.00
Jefferson	Charles Town (0519)	4,500		
Jefferson	Charles Town - New Shed (0564)	4,500		
Jefferson	Total Estimated Quantity for County	9,000	\$69.63	\$626,670.00
Mineral	New Creek	1,500		
Mineral	Sky Line (Elk Garden)	1,000		
Mineral	Short Gap	1,000		
Mineral	District Headquarters (Burlington)	0		
Mineral	Total Estimated Quantity for County	3,500	\$96.78	\$338,730.00
Morgan	Berkeley Springs	1,100		
Morgan	Largent	300		
Morgan	Total Estimated Quantity for County	1,400	\$75.00	\$105,000.00
Estimated Total per District		31,200		\$2,388,430.00

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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	2,000		
Brooke	Weirton	2,000		
Brooke	Total Estimated Quantity for County	4,000	\$80.89	\$323,560.00
Hancock	New Manchester	3,100		
Hancock	Total Estimated Quantity for County	3,100	\$91.96	\$285,076.00
Marshall	Glen Dale	3,100		
Marshall	Lynn Camp	800		
Marshall	Cameron	1,700		
Marshall	Sand Hill	700		
Marshall	Total Estimated Quantity for County	6,300	\$78.99	\$497,637.00
Ohio	Triadelphia	4,400		
Ohio	I-70 @ Triadelphia	4,000		
Ohio	Total Estimated Quantity for County	8,400	\$84.90	\$713,160.00
Tyler	Sistersville	1,300		
Tyler	Centerville	900		
Tyler	Total Estimated Quantity for County	2,200	\$95.62	\$210,364.00
Wetzel	New Martinsville	1,200		
Wetzel	Pine Grove	800		
Wetzel	Hundred	1,000		
Wetzel	Total Estimated Quantity for County	3,000	\$84.27	\$252,810.00
Estimated Total per District		27,000		\$2,282,607.00

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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 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	2,200		
Barbour	Belington	1,700		
Barbour	Total Estimated Quantity for County	3,900	\$92.91	\$362,349.00
Braxton	Gassaway	1,200		
Braxton	Heaters	800		
Braxton	I-79 @ Coon Knob	1,600		
Braxton	I-79 @ Burnsville	1,800		
Braxton	Total Estimated Quantity for County	5,400	\$91.85	\$495,990.00
Gilmer	Glenville	1,300		
Gilmer	Total Estimated Quantity for County	1,300	\$99.98	\$129,974.00
Lewis	Weston (Ben Dale)	2,000		
Lewis	Corridor H @ Mudlick	1,500		
Lewis	Total Estimated Quantity for County	3,500	\$95.25	\$333,375.00
Upshur	Clow Lot @ Buckhannon	2,900		
Upshur	Tennerton	200		
Upshur	Kanawha Head	1,000		
Upshur	Total Estimated Quantity for County	4,100	\$96.54	\$395,814.00
Webster	Cherry Falls	600		
Webster	Cowen	600		
Webster	Hacker Valley	600		
Webster	Total Estimated Quantity for County	1,800	\$89.20	\$160,556.40
Estimated Total per District		20,000		\$1,878,058.4

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	500		
Pendleton	Judy Gap	450		
Pendleton	Brandywine	400		
Pendleton	Onego	250		
Pendleton	Franklin, 220 South	250		
Pendleton	Total Estimated Quantity for County	1,850	\$99.47	\$184,019.50
Pocahontas	Marlinton	800		
Pocahontas	Seebert	600		
Pocahontas	Greenbank	500		
Pocahontas	Bartow (Thornwood)	500		
Pocahontas	Snowshoe	100		
Pocahontas	Slaty Fork	600		
Pocahontas	Total Estimated Quantity for County	3,100	\$98.19	\$304,389.00
Randolph	Elkins	800		
Randolph	Harman	750		
Randolph	Coalton	600		
Randolph	Valley Head	600		
Randolph	Mill Creek	800		
Randolph	Pickens	350		
Randolph	Corridor H Lot @ Elkins	1,200		
Randolph	Total Estimated Quantity for County	5,100	\$99.97	\$509,847.00
Tucker	Parsons	800		
Tucker	Thomas	1800		
Tucker	Total Estimated Quantity for County	2600	\$96.99	\$252,174.00
Estimated Total per District		12,650		\$1,250,429.50

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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 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	2,300		
Fayette	Lookout	1,200		
Fayette	Falls View	0		
Fayette	Total Estimated Quantity for County	3,500	86.74	\$303,590.00
Greenbrier	Lewisburg	1,000		
Greenbrier	Crawley	2,100		
Greenbrier	I-64 @ Hart's Run	1,000		
Greenbrier	Total Estimated Quantity for County	4,100	NB	
Monroe	Union	300		
Monroe	Peterstown	700		
Monroe	Total Estimated Quantity for County	1,000	NB	
Nicholas	Summersville	1,700		
Nicholas	Curtin	1,300		
Nicholas	Corridor L @ Muddlety	1,500		
Nicholas	Total Estimated Quantity for County	4,500	\$90.18	\$405,810.00
Summers	Hinton	1,000		
Summers	Total Estimated Quantity for County	1,000	NB	
Estimated Total per District		14,100		\$709,400

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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 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	2,000		
McDowell	Yukon	500		
McDowell	Johnnycake Mountain	400		
McDowell	Raysel	250		
McDowell	Total Estimated Quantity for County	3,150	NB	
Mercer	Princeton @ WV 20	3,500		
Mercer	Flat Top	1,000		
Mercer	I-77 @ Princeton	3,500		
Mercer	Total Estimated Quantity for County	8,000	NB	
Raleigh	Skelton	5,000		
Raleigh	Bolt	250		
Raleigh	I-64 @ Bragg	5,000		
Raleigh	Total Estimated Quantity for County	10,250	93.63	\$959,707.50
Wyoming	Pineville	2,500		
Wyoming	Still Run	1,000		
Wyoming	Hanover	1,000		
Wyoming	Total Estimated Quantity for County	4,500	\$99.92	\$449,640.00
Estimated Total per District		25,900		\$1,409,347.5

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.

Exhibit B Pricing Page**Sodium Chloride**

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

Location of Storage Site		Cost Per Ton*
Baltimore, MD		\$ 100.00
2102 S. Clinton		
Baltimore ,MD 21224		
Hanging Rock		\$100.00
2500 N 2nd St.		
Ironton, OH 45638		
West Elizabeth		\$100.00
1000 Madison		
West Elizabeth, PA 15088		

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

DISTRICT 1

Sodium Chloride

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

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

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	1340 Smith Street Charleston, WV 25301	Robert Atkins	304-595-1313 robert.atkins@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	225 Fairground Road Point Pleasant, WV 25550	Ernie Watterson	304-675-0853 ernie.p.watterson@wv.gov
Mason	Pt. Pleasant	225 Fairground Road Point Pleasant, WV 25550	225 Fairground Road 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	Mike Aronhalt	304-586-2023 michael.l.aronhalt@wv.gov
Putnam	Hurricane @ Rt. 34	3256 Teays Valley Road Hurricane, WV 25526	3256 Teays Valley Road Hurricane, WV 25526	Mike Aronhalt	304-586-2023 michael.l.aronhalt@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	704 Winfield Road St. Albans, WV 25177	Raine Beller	304-759-0713 raine.o.beller@wv.gov

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

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Cabell	Barboursville	6200 Route 60 East Barboursville, WV 25504	P.O. Box 880 Huntington, WV 25712	Candis Adkins	304-736-3111	candis.d.adkins@wv.gov
Cabell	I-64 @ Huntington	3100 16th Street Road Huntington, WV 25704	P.O. Box 880 Huntington, WV 25712	Brian Conrad	304-528-5459	brian.conrad@wv.gov
Lincoln	West Hamlin	7338 State Route 10 West Hamlin, WV 25571	P.O. Box 880 Huntington, WV 25712	Bobby Smith	304-528-5639	bobby.g.smith@wv.gov
Lincoln	Yawkey	WV State Route 3 Yawkey, WV 25573	P.O. Box 880 Huntington, WV 25712	Ronald Bowen	304-528-5639	ronald.l.bowen@wv.gov
Lincoln	Harts	McClellan Highway Harts, WV 25524	P.O. Box 880 Huntington, WV 25712	Glenna Eplin	304-528-5635	glenna.eplin@wv.gov
Logan	Corridor G @ Chapmanville	8100 Old Logan Road Chapmanville, WV 25508	P.O. Box 880 Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Logan	Wilkinson	127 Springfield Road Wilkinson, WV 25653	P.O. Box 880 Huntington, WV 25712	Glenna Eplin	304-528-5635	glenna.eplin@wv.gov
Logan	Man	4801 Buffalo Creek Road Amherstdale, WV 25607	P.O. Box 880 Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Mingo	Corridor G @ Miller's Creek Building #03011	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Glenna Eplin	304-528-5635	glenna.eplin@wv.gov
Mingo	Mingo County @ Miller's Creek Building #03025	1 Highway Garage Road Williamson, WV 25661	P.O. Box 880 Huntington, WV 25712	Linda Adkins	304-824-3434	linda.g.adkins@wv.gov
Mingo	Gilbert	US 52 Gilbert, WV 25621	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry	304-528-5684	elizabeth.a.spry@wv.gov
Wayne	Pritchard	1249 Prichard Road Prichard, WV 25555	P.O. Box 880 Huntington, WV 25712	Enoch Workman	304-792-7030	enoch.f.workman@wv.gov
Wayne	Wayne	326 Third Street Wayne, WV 25571	P.O. Box 880 Huntington, WV 25712	Elizabeth Spry	304-792-7035	elizabeth.a.spry@wv.gov
Wayne	Crum	20351 Tolsia Highway Crum, WV 25669	P.O. Box 880 Huntington, WV 25712	Enoch Workman	304-528-5684	enoch.f.workman@wv.gov
				Steve Mullins	304-792-7035	elizabeth.a.spry@wv.gov
				Justin Pinson	304-583-2188	enoch.f.workman@wv.gov
				Tenna Brinager	304-528-5682	elizabeth.a.spry@wv.gov
				John Marcum	304-235-6060	enoch.f.workman@wv.gov
				Tenna Brinager	304-235-6003	elizabeth.a.spry@wv.gov
				John Marcum	304-528-5682	enoch.f.workman@wv.gov
				Kimberly Conway	304-528-5681	elizabeth.a.spry@wv.gov
				Glenn Matthews	304-486-5010	enoch.f.workman@wv.gov
				Kimberly Conway	304-528-5681	elizabeth.a.spry@wv.gov
				Glenn Matthews	304-486-5010	enoch.f.workman@wv.gov
				Kimberly Conway	304-528-5681	elizabeth.a.spry@wv.gov
				Glenn Matthews	304-486-5010	enoch.f.workman@wv.gov

DISTRICT 3

Sodium Chloride

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

WVDH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Calhoun	Millstone	7619 S. Calhoun Highway Millstone, WV 25261	624 Depot Street Parkersburg, WV 26101	Chris Carter	304-420-4710 chris.l.carter@wv.gov
Jackson	Ripley	946 Claylick Road Ripley, WV 25271	624 Depot Street Parkersburg, WV 26101	Scott Whited	304-372-7857 scott.r.whited@wv.gov
Jackson	I-77 @ Medina	2600 Medina Road Ravenswood, WV 26164	624 Depot Street Parkersburg, WV 26101	Dale Smith	304-420-4610 dale.g.smith@wv.gov
Pleasants	Belmont	WV Route 2 Belmont, WV 26134	624 Depot Street Parkersburg, WV 26101	Amanda Nichols	304-420-4705 amanda.l.nichols@wv.gov
Ritchie	APD Pennsboro	41 Ritchie Industrial Park Road Pennsboro, WV 26415	624 Depot Street Parkersburg, WV 26101	Joshua Cline	304-659-3027 john.m.barberio@wv.gov
Ritchie	Ellenboro	731 Ellenboro Road Harrisville, WV 26362	624 Depot Street Parkersburg, WV 26101	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Ritchie	Corridor D @ Nutter Farm	Nutter Farm @ US 50 Cairo, WV 26337	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov
Ritchie	Smithville	#18 Main Street Smithville, WV 26178	624 Depot Street Parkersburg, WV 26101	Sandy Armentrout	304-420-4706 sandy.j.armentrout@wv.gov
Roane	Lefthand @ WV 36	9734 Clay Road Left Hand, WV 25251	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Roane	Ambler Ridge @ US 119	US 119 @ Ambler Ridge Walton, WV 25286	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Roane	Spencer	269 Charleston Road Spencer, WV 25276	624 Depot Street Parkersburg, WV 26101	Maridith Parker	304-927-0962 Maridith.r.Parker@wv.gov
Wirt	Elizabeth	610 Schoolview Street Elizabeth, WV 26143	624 Depot Street Parkersburg, WV 26101	Chasity Stephens	304-420-4707 chasity.r.stephens@wv.gov
Wood	Parkersburg @ Rt. 95S	905 Lubeck Avenue Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Tammy McCauley	304-420-4700 tammy.m.mccauley@wv.gov
Wood	I-77 @ Parkersburg	1758 Mill Run Road Parkersburg, WV 26101	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov
Wood	Corridor D @ Riverhill	253 @ River Hill Road Washington, WV 26181	624 Depot Street Parkersburg, WV 26101	Kevin Reynolds	304-420-4703 kevin.c.reynolds@wv.gov

DISTRICT 4 Sodium Chloride
Delivery: F.O.B. WVDON Delivery/Storage Location Site

WVDON DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
Doddridge	Smithburg	Old Route 50 Smithburg, WV 26456	P. O. Box 4220 Clarksburg, WV 26302	Dave Alexander Tonya Gum	304-627-2412 304-627-2412	david.p.alexander@wv.gov tonya.l.gum@wv.gov
Harrison	Gore	Route 20 Gore, WV 26301	P. O. Box 4220 Clarksburg, WV 26302	Wayne Marrs	304-627-2140 304-627-2140	lewis.w.marrs@wv.gov
Harrison	Saltwell	Exit 125 off I-79, North of Clarksburg, WV 26301	P. O. Box 4220 Clarksburg, WV 26302	Bob Suan Cole Williams	304-627-2411 304-627-2411	bob.g.suan@wv.gov cole.s.williams@wv.gov
Harrison	I-79 @ Lost Creek	Exit 110 off I-79 Lost Creek, WV 26385	P. O. Box 4220 Clarksburg, WV 26302	Bob Suan Cole Williams	304-627-2411 304-627-2411	bob.g.suan@wv.gov cole.s.williams@wv.gov
Harrison	APD 50 @ Tunnel Hill	Jct US 50 & Co Route 50/7 Tunnel Hill, WV 26426	P. O. Box 4220 Clarksburg, WV 26302	Cliff Fulton Robbie Wilmoth	304-627-2410 304-627-2410	clifford.w.fulton@wv.gov robert.a.wilmoth@wv.gov
Marion	Fairmont	916 Country Club Road Fairmont, WV 26554	P. O. Box 4220 Clarksburg, WV 26302	Jeff Pethel Lois Nunan	304-367-2730 304-367-2730	jeff.l.pethel@wv.gov lois.j.nunan@wv.gov
Marion	Mannington	US Route 250 Mannington, WV 26582	P. O. Box 4220 Clarksburg, WV 26302	Don Luzadder Lois Nunan	304-986-2600 304-367-2730	donald.e.luzadder@wv.gov lois.j.nunan@wv.gov
Monongalia	I-79 @ Goshen Road	Exit 146 off I-79 Goshen Road, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	Ron Cumpston Donald Bragg	304-285-3145 304-692-6364	ronald.e.cumpston@wv.gov donald.l.bragg@wv.gov
Monongalia	Ridgedale	1510 Grafton Road Morgantown, WV 26508	P. O. Box 4220 Clarksburg, WV 26302	Michelle Carroll Laura Vincent	304-285-3207 304-285-3207	michelle.g.carroll@wv.gov laura.m.vincent@wv.gov
Monongalia	Pentress	WV Route 7 Pentress, WV 26544	P. O. Box 4220 Clarksburg, WV 26302	Jim Compton Michelle Carroll	304-879-5275 304-285-3207	leroy.j.compton@wv.gov michelle.g.carroll@wv.gov
Preston	Bruceton Mills	WV Route 26 South of Bruceton Mills, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
Preston	Albright	216 St Joe Road Albright, WV 26519	P. O. Box 4220 Clarksburg, WV 26302	Blain Bowmar Margie Waybright	304-329-0192 304-329-0192	blain.a.bowmar@wv.gov margorie.a.waybright@wv.gov
Preston	Terra Alta	WV Route 7 East of Terra Alta, WV 26764	P. O. Box 4220 Clarksburg, WV 26302	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
Preston	Fellowsville	US Route 50 East of Fellowsville, WV 26444	P. O. Box 4220 Clarksburg, WV 26302	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
Preston	Aurora	US Route 50 West of Aurora, WV 26705	P. O. Box 4220 Clarksburg, WV 26302	Blain Bowmar	304-329-0192	blain.a.bowmar@wv.gov
Preston	I-68 @ Cooper's Rock	Exit 15 off I-68 Coopers Rock, WV 26525	P. O. Box 4220 Clarksburg, WV 26302	Tina Bragg Richard Coddington	304-285-3206 304-285-3206	tina.m.bragg@wv.gov richard.l.coddington@wv.gov
Taylor	Fetterman/Prunytown	US 250 East of Prunytown, WV 26354	P. O. Box 4220 Clarksburg, WV 26302	John Corio Lisa Altman	304-265-6110 304-265-6110	john.r.corio@wv.gov lisa.l.altman@wv.gov

DISTRICT 5 Sodium Chloride
Delivery: F.O.B. WVDH Delivery/Storage Location Site

WVDH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

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

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

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Brooke	Wellsburg	WV Route 2, Box 615 Wellsburg, WV 26070	WV Route 2, Box 615 Wellsburg, WV	Beth Green	304-238-1199 beth.a.green@wv.gov
Brooke	Weirton	1225 Rice Road Weirton, WV 26062	WV Route 2, Box 615 Wellsburg, WV 26070	Beth Green	304-238-1199 beth.a.green@wv.gov
Hancock	New Manchester	1936 Veterans Blvd New Cumberland, WV 26047	1936 Veterans Blvd New Cumberland, WV	Jamison Haspel	304-238-1200 jamison.a.haspel@wv.gov
Marshall	Glen Dale	100 Wheeling Avenue Glen Dale, WV 26038	100 Wheeling Avenue Glen Dale, WV	Mandy Truex	304-843-4055 mandy.l.truex@wv.gov
Marshall	Cameron	33 Courtright Lane Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Mandy Truex	304-843-4055 mandy.l.truex@wv.gov
Marshall	Sand Hill	RD 4, Box 269A Cameron, WV 26033	100 Wheeling Avenue Glen Dale, WV 26038	Mandy Truex	304-843-4055 mandy.l.truex@wv.gov
Marshall	Lynn Camp	438 Richmond Lane Glen Easton, WV 26039	100 Wheeling Avenue Glen Dale, WV 26038	Mandy Truex	304-843-4055 mandy.l.truex@wv.gov
Ohio	Triadelphia	3870 National Road Triadelphia, WV 26059	3870 National Road Triadelphia, WV	Bob Whiting	304-238-1202 c.bob.whiting@wv.gov
Ohio	I-70 @ Triadelphia	566 Woodland Acres Road Wheeling, WV 26003	566 Woodland Acres Road Wheeling, WV 26003	Dave Millhouse	304-238-1065 david.a.millhouse@wv.gov
Tyler	Sistersville	730 Tyler Highway Sistersville, WV 26175	2566 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Tyler	Centerville	4901 Middle Island Road Alma, WV 26320	730 Tyler Highway Sistersville, WV	Thelma Deaton	304-843-4057 thelma.f.deaton@wv.gov
Wetzel	New Martinsville	N. State Route 2, Box 641 New Martinsville, WV 26155	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Pine Grove	WV 20, MP 17.14 Pine Grove, WV 26419	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov
Wetzel	Hundred	US 250, MP3.00 Hundred, WV 26575	N. State Route 2, Box 641 New Martinsville, WV	Donna Palmer	304-843-4058 donna.l.palmer@wv.gov

DISTRICT 7 Sodium Chloride
Delivery: F.O.B. WVDOT Delivery/Storage Location Site

WVDOT DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

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

DISTRICT 8 Sodium Chloride
Delivery: F.O.B. WVDOH Delivery/Storage Location Site

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Pendleton	Franklin, 220 North	3153 Petersburg Pike US 220N, Franklin, WV 26807	P. O. Box 1516 Elkins, WV 26241	Dywayne Stout	304-358-2215 dywayne.h.stout@wv.gov
Pendleton	Judy Gap	12795 Mountaineer Drive US 33, Riverton, WV 26814	P. O. Box 1516 Elkins, WV	Dywayne Stout	304-358-2215 dywayne.h.stout@wv.gov
Pendleton	Brandywine	12211 Blue Gray Trail CR 21, Brandywine, WV 26802	P. O. Box 1516 Elkins, WV	Dywayne Stout	304-358-2215 dywayne.h.stout@wv.gov
Pendleton	Onego	3354 Allegheny Drive US 33, Seneca Rocks, WV 26884	P. O. Box 1516 Elkins, WV	Dywayne Stout	304-358-2215 dywayne.h.stout@wv.gov
Pendleton	Franklin, 220 South	6591 Upper South Branch Road US 220S, Franklin, WV 26807	P. O. Box 1516 Elkins, WV 26241	Dywayne Stout	304-358-2215 dywayne.h.stout@wv.gov
Pocahontas	Marlinton	25 Brush Country Rd US 219, Marlinton, WV 24954	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Pocahontas	Seebert	863 Seebert Rd CR 27, Seebert, WV 24946	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Pocahontas	Greenbank	4757 Potomac Highlands Trail WV 28, Green Bank, WV 24944	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Pocahontas	Bartow (Thornwood)	156 Thornwood Rd WV 28, Bartow, WV 24920	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Pocahontas	Snowshoe	24 Shavers Lake Rd CR 9/3, Snowshoe, WV 26209	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Pocahontas	Slaty Fork	35807 Seneca Trail US 219, Slaty Fork, WV 26291	P. O. Box 1516 Elkins, WV 26241	Josh Dilley	304-799-4867 joshua.l.dilley@wv.gov
Randolph	Elkins	76 Country Club Rd CR 219/11, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Harman	22445 Allegheny Highway US 33, Harman, WV 26270	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Coalton	2453 Coalton-Pumpkintown Rd CR 53, Coalton, WV 26257	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Valley Head	245 Point Mountain Rd WV 15, Valley Head, WV 26294	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Mill Creek	9407 Seneca Trail US 219, Mill Creek, WV 26280	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Pickens	1019 Pickens Rd CR 45, Pickens, WV 26230	P. O. Box 1516 Elkins, WV 26241	Raymond Yeager	304-637-0266 raymond.w.yeager@wv.gov
Randolph	Corridor H Lot @ Elkins	489 Leading Creek Rd US 219N, Elkins, WV 26241	P. O. Box 1516 Elkins, WV 26241	David Skidmore	304-637-0220 david.r.skidmore@wv.gov
Tucker	Parsons	9209 Seneca Trail US 219, Parsons, WV 26287	P. O. Box 1516 Elkins, WV 26241	Dennis Roth	304-478-2304 dennis.k.roth@wv.gov
Tucker	Corridor H Lot @ Tucker Thomas - 0847	15933 Appalachian Highway WV 32, Thomas, WV 26292	P. O. Box 1516 Elkins, WV 26241	Dennis Roth	304-478-2304 dennis.k.roth@wv.gov
Tucker	Corridor H Lot @ Thomas - 0883	15933 Appalachian Highway WV 32, Thomas, WV 26292	P. O. Box 1516 Elkins, WV 26241	Terry Simmons	304-463-4090 terry.g.simmons@wv.gov

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

WVDOH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site			
		Physical Address	Bill-to Address	Contact Name	Contact Phone Number/Email Address
Fayette	Oak Hill	3121 Main Street, WV 16 Oak Hill, WV 25901	146 Stonehouse Road Lewisburg, 24901	John Dixon	304-465-1832 john.c.dixonIII@wv.gov
Fayette	Lookout	4064 Clifftop Road Lookout, WV 25868	146 Stonehouse Road Lewisburg, 24901	Chris Robinson	304-574-0373 john.c.dixonIII@wv.gov
Fayette	Falls View	5727 Midland Trail Charlton Heights, WV 25040	146 Stonehouse Road Lewisburg, 24901	Wayne Coen	304-779-2860 eugene.coenjr@wv.gov
Greenbrier	Lewisburg	700 N Jefferson Street, US 219 Lewisburg, WV 24901	146 Stonehouse Road Lewisburg, 24901	Shaun Viers	304-647-7465 shaun.d.viers@wv.gov
Greenbrier	Crawley	157 Midland Trail / West, US 60 Crawley, WV 24931	146 Stonehouse Road Lewisburg, 24901	Rick Viers	304-392-6712 richard.a.viers@wv.gov
Greenbrier	I-64 @ Hart's Run	297 John Bowling Jr Lane, Exit 175 off I-64 Caldwell, WV 24925	146 Stonehouse Road Lewisburg, 24901	Steve Hawkins	304-536-1472 steven.j.hawkins@wv.gov
Monroe	Union	875 Sweet Springs Valley Road Union, WV 24983	146 Stonehouse Road Lewisburg, 24901	Kenny Brewer	304-772-3037 kenneth.a.brewer@wv.gov
Monroe	Peterstown	511 Ballard-Red Sulphur Parkway Peterstown, WV 24963	146 Stonehouse Road Lewisburg, 24901	Elwin Dillon	304-753-9778 kenneth.a.brewer@wv.gov
Nicholas	Summersville	777 Turnpike Road, WV 39 Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	Charles Reel	304-872-0811 charles.j.reel@wv.gov
Nicholas	Curtin	5498 Richwood Road Richwood, WV 26261	146 Stonehouse Road Lewisburg, 24901	Eddie Barlett	304-846-9501 charles.j.reel@wv.gov
Nicholas	Corridor L @ Muddlety	50 State Garage Road, Muddlety Summersville, WV 26651	146 Stonehouse Road Lewisburg, 24901	Jeff O'Dell	304-872-0823 jeffrey.g.o'dell@wv.gov
Summers	Hinton	20414 State Route 12 Hinton, WV 25951	146 Stonehouse Road Lewisburg, 24901	James Hardy	304-466-2802 james.g.hardy@wv.gov

DISTRICT 10 Sodium Chloride
 Delivery: F.O.B. WVDH Delivery/Storage Location Site

WVDH DELIVERY/STORAGE LOCATION SITE ADDRESSES AND CONTACT INFORMATION

County	Delivery/Storage Location Site	Delivery/Storage Location Site				
		Physical Address	Bill-to Address	Contact Name	Contact Phone #	Contact Email Address
McDowell	Havaco	100 Headquarters Lane Havaco, WV 24801	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Patricia Wagers	304-436-6896 304-436-8411	david.w.stroupe@wv.gov patricia.a.wagers@wv.gov
McDowell	Yukon	383 Marshall Highway Yukon, WV 24892	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Patricia Wagers	304-436-6896 304-436-8411	david.w.stroupe@wv.gov patricia.a.wagers@wv.gov
McDowell	Johnnycake Mountain	72 Coal Heritage Rd Johnny Cake, WV 24844	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Patricia Wagers	304-436-6896 304-436-8411	david.w.stroupe@wv.gov patricia.a.wagers@wv.gov
McDowell	Raysel	N 37.3461 W 81.7791 Raysel, WV 24879	270 Hardwood Lane Princeton, WV 24740	Dave Stroupe Patricia Wagers	304-436-6896 304-436-8411	david.w.stroupe@wv.gov patricia.a.wagers@wv.gov
Mercer	Princeton @ WV 20	454 New Hope Rd Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Jimmy Owens Melissa D. Midkiff	304-425-2782 304-425-2025	jimmy.i.owens@wv.gov melissa.d.midkiff@wv.gov
Mercer	Flat Top	21585 Beckley Road Flat Top, WV 25841	270 Hardwood Lane Princeton, WV 24740	Jimmy Owens Melissa D. Midkiff	304-425-2782 304-425-2025	jimmy.i.owens@wv.gov melissa.d.midkiff@wv.gov
Mercer	I-77 @ Princeton	320 Ambrose Lane Princeton, WV 24740	270 Hardwood Lane Princeton, WV 24740	Choskie Harmon Richard A. Cregger	304-487-5280 304-487-5228	choskie.a.harmon@wv.gov richard.a.cregger@wv.gov
Raleigh	Skelton	379 Market Road Beckley, WV 25801	270 Hardwood Lane Princeton, WV 24740	Johnny Vass Marcia McGrady	304-256-6830 304-256-6746	johnny.a.vass@wv.gov marcia.d.mcgrady@wv.gov
Raleigh	Bolt	2314 Bolt Road Bolt, WV 25817	270 Hardwood Lane Princeton, WV 24740	Johnny Vass Marcia McGrady TJ Basham	304-256-6830 304-256-6746 304-256-6830	johnny.a.vass@wv.gov marcia.d.mcgrady@wv.gov thurman.j.basham@wv.gov
Raleigh	I-64 @ Bragg	200 Samaritan Drive Shady Spring, WV 25918	270 Hardwood Lane Princeton, WV 24740	Joe Adkins	304-763-5312	r.joe.adkins@wv.gov
Wyoming	Pineville	1409 Bearhole Rd (WV 97) Pineville, WV 24874	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Eva England	304-732-7280 304-732-7031	thomas.e.ellis@wv.gov eva.m.england@wv.gov
Wyoming	Still Run	9390 River Road Still Run, WV 25882	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Eva England William Talbert	304-732-7280 304-732-7031 304-294-4123	thomas.e.ellis@wv.gov eva.m.england@wv.gov
Wyoming	Hanover	2959 US 52 Hanover, WV 24839	270 Hardwood Lane Princeton, WV 24740	Tom Ellis Eva England Todd Lester	304-732-7280 304-732-7031	thomas.e.ellis@wv.gov eva.m.england@wv.gov



West Virginia Department of Transportation
Division of Highways

Standard Specifications Order Form

Ordering Instructions:

Copies of the *2017 Standard Specifications Roads and Bridges* and latest *Supplemental Specifications* may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail DOHSpecifications@wv.gov, or mail to:

Contract Administration Division
1900 Kanawha Boulevard East
Building Five, Room 840
Charleston, WV 25305

Order Form:

Delivery Method (check one): Pick-up ☐ Mail ☐ (S&H fees apply – see below)

Payment Method (check one): Invoice ☐ Check ☐ (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	2017 Standard Specifications Roads and Bridges	\$15.00	
	Supplemental Specifications, Latest Edition	\$5.00	
Shipping and Handling (S&H) *			
* 1-9 Items = \$5.00 10+ Items = \$10.00			
Total Amount Due			

NOTICE: The *2017 Standard Specifications Roads and Bridges* and *Supplemental Specifications* are available free of charge on the [Specifications Webpage](#).

Customer Information:

Company Name: _____

ATTENTION: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ e-mail: _____

For Office Use Only (Do not write in the space below)				
Order Filled By: _____			Date: _____	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Cargill, Inc Address: 24950 Country Club Blvd., Ste. 450
North Olmsted, Oh 44070
Name of Authorized Agent: Nagala M. Robinson Address: 24950 Contry Club Blvd., Ste. 450 North Olmsred, Oh
Contract Number: CRFQ: DOT1900000127 Contract Description: Sodium Chloride-Roadway Salt
Governmental agency awarding contract: West Virginia Division of Highways

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: Nagala M. Robinson

Date Signed: June 25, 2019

Notary Verification

State of Ohio, County of Cuyahoga

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

Taken, sworn to and subscribed before me this 25th day of June, 2019

Ashley Sliffe
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



ASHLEY SLIFFE
Notary Public

In and for the State of Ohio
Revised General 2018 Expires

July 21, 2023

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 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: Cargill, Inc.- Salt, Road Safety

Authorized Signature: [Signature] Date: June 25, 2019

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 25th day of June, 2019.

My Commission expires July 21, 2023

AFFIX SEAL HERE



ASHLEY SLIFFE
Notary Public
In and for the State of Ohio
My Commission Expires
July 21, 2023

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

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, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- ☐ 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.

8. Application is made for reciprocal preference.

- ☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2019

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 Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Janet Rodriguez or Dawn Heinemann PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dheinemann@hayscompanies.com
INSURED Cargill Incorporated, Its Subsidiaries, and Businesses *(see attached for additional named insureds) PO Box 5612, MS12 Minneapolis, MN 55440-5612	INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147

COVERAGES

CERTIFICATE NUMBER: 56206595

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X	X	MWZY31361919	06/01/19	06/01/20	EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 50,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☒ Cargo Legal	X	X	MWTB31362119	06/01/19	06/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ Included
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 ☒ N	X	MWC31362019	06/01/19	06/01/20	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 15,000,000 E.L. DISEASE - EA EMPLOYEE \$ 15,000,000 E.L. DISEASE - POLICY LIMIT \$ 15,000,000
A	EXCESS WORKER'S COMP.			MWXS31361819 (OH, USLH)	06/01/19	06/01/20	STATUTORY EXCESS 1,000,000SIR

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

**SEE ATTACHED FOR ADDITIONAL INSURED/PRIMARY/NONCONTRIBUTORY/WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia

1900 Kanawha Blvd E, Building 5

Charleston, WV 25305

USA

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

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/16/2019

NAME OF INSURED: Cargill Incorporated, Its Subsidiaries, and Businesses
*(see attached for additional named insureds)

**Entities identified in the contract with the Named Insured are included as Additional Insureds on the Insured's General Liability and Automobile Liability policies, and coverage will be on a primary basis, where these are requirements in the written contract with the insured, subject to the policy terms and conditions. Waiver of Subrogation applies as respects Insured's General Liability, Automobile Liability and/or Workers' Compensation policy, where required by the written contract with the insured, subject to the policy terms and conditions.

A partial listing of U.S. Subsidiaries and Businesses includes (but is not limited to):

Cargill AgHorizons
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)
Cargill Case Ready
Cargill Cocoa and Chocolate, Inc.
Cargill Corn Milling North America
Cargill Deicing Technology
Cargill Dressings, Sauces & Oils
Cargill Dry Corn Ingredients, Inc.
Cargill Financial Services Corporation
Cargill Food Distribution
Cargill Grain and Oilseed Supply Chain North America
Cargill Kitchen Solutions, Inc.
Cargill Malt
Cargill Meat Logistics Solutions, Inc.
Cargill Meat Solutions Corporation
Cargill Beef
Cargill Salt
Cargill Specialty Seeds & Oils
Cargill Texturizing Solutions
Cargill Turkey Production, LLC
Cargill Value Added Protein
Cargill Turkey & Cooked Meats
G & M Stevedoring Co., Inc.
Provimi North America, Inc.
Toshoku America, Inc.
Five Star Custom Foods LTD
Diamond V Mills, LLC
D V Technologies, LLC
Embria Health Sciences, L.L.C.
Pro-Pet
EWOS U.S.A., Inc.

POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

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

Jim Anderson	Kenneth G. Howe	Jamie Napier
Thomas Bowling	Gail Hubbell	Angele Peterson
Hannah Buchs	Brittney Ingold	Stewart Petrick
Pamela S. Burcewicz	Rebekah Irish	John Petryszyn
Deseree Caver	Kaitlyn L. Jackson	Sean M. Riley
Brigitte Clark	Tom Juhasz	Nagala Robinson
Patrick Connaughton	Sara Kaminski	Christine M. Rupert
Lori Davidson	Mary Kleiner	Anna Sarley
Jean Davis	Amanda Knaus	Brittany Schwarz
Tony DiPietro	Denise A. Koch	Holly Sisetski
Adam Donegan	Sarah Liederbach	Ashley Sliffe
Joshua D. Evcic	Alison Marincek	George Varga
Chris Gampfer	Bill Miller	Deborah D. Williams
Nadine Gilbert	Raven Mitchell	Roger Wilson
Jim Hart	Katelyn Mondak	Chet Womack

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

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 19th day of April, 2019.

Cargill, Incorporated

By: 

Kenneth G. Howe, Vice President, Cargill Salt
Managing Director, Road Safety

Attest: 

Lakeeta M. Hill, Assistant Corporate Secretary

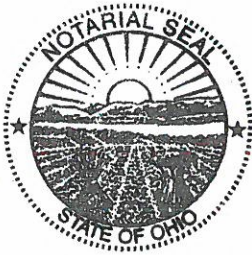
STATE OF OHIO

) ss

COUNTY OF Cuyahoga

On, June 25, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Nagala Robinson known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

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



ASHLEY SLIFFE
Notary Public
In and for the State of Ohio
My Commission Expires
July 21, 2023

[Handwritten signature of Ashley Sliffe]



Certificate

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

CARGILL, INCORPORATED

a corporation formed under the laws of Delaware filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on September 30, 1966.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

CERTIFICATE OF AUTHORIZATION

Validation ID:8WV4H_C8JY5



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

June 26, 2019

Mac Warner

Secretary of State



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

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

COMPLIANCE:

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

ADDITIVES:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

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

METHODS OF ANALYSIS:

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

CHEMICAL ANALYSIS:

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

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

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

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

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

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

PRODUCING LOCATION: AVERY ISLAND, LA

Material Number 100011135

No. 5701 Revised December 2013

CARGILL SALT

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

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



Technical Information

Bulk Ice Control Salt

DESCRIPTION:

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

COMPLIANCE:

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

ADDITIVES:

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

APPLICATIONS:

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

PACKAGING AND SHIPPING:

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

METHODS OF ANALYSIS:

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

CHEMICAL ANALYSIS:

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

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

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

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

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

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

PRODUCING LOCATION: CLEVELAND, OH

Material Number 100011135

No. 4700 Revised December 2013

CARGILL SALT

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

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



SAFETY DATA SHEET

1. Identification

Product identifier Bulk Ice Control Salt with YPS

Other means of identification

SDS number NB2

Synonyms Sodium Chloride (Salt). * Ice Control Salt.

Recommended use Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Cargill Incorporated

Address Minneapolis, MN 55440

Telephone 1-888-385-7258

Website www.cargillsalt.com

Emergency telephone number CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

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

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

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

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

3. Composition/information on ingredients

Mixtures

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

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

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

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

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

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

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire-fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

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

7. Handling and storage

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

8. Exposure controls/personal protection

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

General hygiene considerations

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

9. Physical and chemical properties

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

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

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

Symptoms related to the physical, chemical and toxicological characteristics

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

Information on toxicological effects

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

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
Acute		
<i>Oral</i>		
LD50	Mouse	4000 mg/kg
	Rat	3000 mg/kg
<i>Other</i>		
LD50	Mouse	2602 mg/kg

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

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

Respiratory or skin sensitization

Respiratory sensitization Not available.

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

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

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

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

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

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

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

12. Ecological information

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

Components	Species		Test Results
Sodium Chloride (CAS 7647-14-5)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	340.7 - 469.2 mg/l, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	4747 - 7824 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.		
Bioaccumulative potential	No data available.		

Mobility in soil No data available.

Other adverse effects None known.

13. Disposal considerations

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

Local disposal regulations Dispose in accordance with all applicable regulations.

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

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

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

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

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

15. Regulatory information

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

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

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

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

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

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

Not listed.

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

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

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

Not listed.

International Inventories

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

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

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

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

Issue date 12-August-2014

Revision date -

Version # 01

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

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