




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header  3 List View

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 916851



Procurement Type: Central Master Agreement

Vendor ID:  

Legal Name: CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT

Alias/DBA:

Total Bid: \$0.00

Response Date:  Response Time: Responded By User ID:  First Name: Last Name: Email: Phone: 

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000027

Published Date: 8/12/21

Close Date: 8/19/21

Close Time: 13:30

Status: Closed

Solicitation Description:    


Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 916851  
**Solicitation Description:** ADDENDUM NO\_1 SODIUM CHLORIDE - ROADWAY SALT 6621C062  
**Proc Type:** Central Master Agreement

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2021-08-19 13:30    | SR 0803 ESR08192100000001200 | 1       |

**VENDOR**  
 000000183941  
 CARGILL INC DEICING TECHNOLOGY BUSINESS UNIT

**Solicitation Number:** CRFQ 0803 DOT2200000027  
**Total Bid:** 0  
**Response Date:** 2021-08-19  
**Response Time:** 11:56:57  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

| Line | Comm Ln Desc                   | Qty     | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------|---------|------------|------------|-----------------------------|
| 1    | SODIUM CHLORIDE - ROADWAY SALT | 0.00000 | TON        | 0.000000   | 0.00                        |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 46161506  |              |               |         |

**Commodity Line Comments:** All pricing pages and bid documentation are located on the "Add Attachments" tab.

**Extended Description:**

SODIUM CHLORIDE - ROADWAY SALT - PER THE ATTACHED PRICING PAGES



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

|   |                            |                         |  |
|---|----------------------------|-------------------------|--|
| <b>Proc Folder:</b> 916851  |                            |                         | <b>Reason for Modification:</b><br>ADDENDUM NO_1<br>Vendor questions and responses |
| <b>Doc Description:</b> ADDENDUM NO_1 SODIUM CHLORIDE - ROADWAY SALT 6621C062 |                            |                         |  |
| <b>Proc Type:</b> Central Master Agreement                                    |                            |                         |  |
| <b>Date Issued</b>  | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>   |
| 2021-08-12  | 2021-08-19 13:30           | CRFQ 0803 DOT2200000027 | 2  |

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000183941  
**Vendor Name :** Cargill, Incorporated - Salt, Road Safety  
**Address :** 24950  
**Street :** Country Club Blvd., Ste 450  
**City :** North Olmsted  
**State :** Ohio **Country :** USA **Zip :** 44070  
**Principal Contact :** Customer Service  
**Vendor Contact Phone:** 800-600-7258 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *Rob Wilder* **FEIN#** 41-0177680 **DATE** 8/19/2021

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community .

**REQUEST FOR QUOTATION:**

On behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority, the West Virginia Purchasing Division is soliciting bids to establish open-end contracts for roadway salt as needed and on a continuing basis, for use in Snow Removal and Ice Control (SRIC) throughout WV, 1) for materials plus delivery by Vendor F.O.B to Agency storage locations per county, and 2) for Agency Pick-up from the Vendor's storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
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**

| <u>Line</u> | <u>Event</u>                  | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1           | Tech Questions due by 10:00am | 2021-08-10        |

|               | Document Phase | Document Description                                  | Page |
|---------------|----------------|---|------|
| DOT2200000027 | Final          | ADDENDUM NO_1 SODIUM CHLORIDE - ROADWAY SALT 6621C062 | 3    |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT220000027**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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 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, Incorporated - Salt, Road Safety

Company



Authorized Signature

August 19, 2021

Date

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





STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS  
DIRECTOR

## State of West Virginia Bid Opportunity

|                                   |   |
|-----------------------------------|---|
| <b>Solicitation Type</b>          | CRFQ                                    |
| <b>Solicitation No.</b>           | DOT2200000027                           |
| <b>Description:</b>               | SODIUM CHLORIDE – ROADWAY SALT 6621C062 |
| <b>Mandatory Bid Conference:</b>  | N/A                                     |
| <b>Deadline for Q&amp;A:</b>      | 08/10/2021 at 10:00 AM EST              |
| <b>Bid Closing Date and Time:</b> | 08/19/2021 at 1:30 PM EST               |

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit [www.wvOASIS.gov](http://www.wvOASIS.gov), and click on the Vendor Self Service (VSS) Portal. At the welcome screen of the *State of West Virginia Vendor and Sub Recipient Self Service* screen and under "What would you like to do?" click on "View Published Solicitations". You may view all bid opportunities, or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and are also available at this location.

Additional information may be accessed by clicking on the "Solicitation Number" and by clicking the "Attachments" tab to view/download available attachments.

*State of West Virginia Vendor and Sub Recipient Self Service Bulletin* lists all bid opportunities more than \$10,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods which may include electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic email.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html).

West Virginia Purchasing Division  
[WVPurchasing.gov](http://WVPurchasing.gov)

## **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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 07/01/2021

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 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: August 10, 2021 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: john.w.estep@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:       | Sodium Chloride - Roadway Salt 6621C062 |
| BUYER:            | John Estep                              |
| SOLICITATION NO.: | CRFQ 0803 DOT2200000027                 |
| BID OPENING DATE: | August 19, 2021                         |
| BID OPENING TIME: | 1:30 PM                                 |
| FAX NUMBER:       | 304-558-3970                            |

Revised 07/01/2021

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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: August 19, 2021 @ 1:30 pm

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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award and the initial contract term extends until one (1) year from the effective date.

**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 three (3) 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 \_\_\_\_\_  
Revised 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 cancelation, 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 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- 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 West Virginia must be listed as additional insured on 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:** 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:

Five hundred dollars (\$500) per each day for "Failed Delivery Damages", per the Specifications .

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

1. 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
2. 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.

**42. 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.

**43. 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.

Heather Campbell CCR  
(Name, Title)  
Heather Campbell, Customer Care Representative  
24950 Country Club Blvd. Ste 450, North Olmsted, OH 44070  
(Printed Name and Title)  
800-600-7258  
(Address)  
Salt CustomerCareRoadSafety@Cargill.com  
(Phone Number) / (Fax Number)  
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Cargill, Incorporated - Salt, Road Safety  
(Company)

Rob Wilder, Customer Care Representative  
(Authorized Signature) (Representative Name, Title)

Rob Wilder, Customer Care Representative  
(Printed Name and Title of Authorized Representative)

August 19, 2021  
(Date)

800-600-7258  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways and the West Virginia Parkways Authority, the West Virginia Purchasing Division is soliciting bids to establish open-end contracts for roadway salt as needed and on a continuing basis, for use in Snow Removal and Ice Control (SRIC) throughout WV, 1) for materials plus delivery by Vendor F.O.B to Agency storage locations per county, and 2) for Agency Pick-up from the Vendor's storage sites.

All responsible Vendors will be awarded a contract based on low-bid Unit Price per location. In the event of contract renewal or extension, the Agency will not consider price adjustments.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 **“Contract Item”, “Item(s)” and “Materials”**– the goods and/or services identified in this contract and its Attachments.
- 2.2 **“Attachment A, ATT A, Pricing Pages” for Salt Delivery to Agency locations**–the MANDATORY FORM to be completed by each Vendor to supply pricing for salt plus delivery to the Agency and for use in bid evaluation and ordering.
- 2.3 **“Attachment B” and “ATT B” for Pick-up by the Agency** – the MANDATORY FORM to be completed by each Vendor to supply salt Pick-up pricing and the locations of Vendor's salt storage sites, and for use in bid evaluation and ordering.
- 2.4 **“free-flowing”** - easy continuous natural progression movement without stoppage.
- 2.5 **“Solicitation”** - official published notice of an opportunity to bid to supply the State of WV with goods and/or services.
- 2.6 **“WVDOH” and “Agency”** – the West Virginia Division of Highways.
- 2.7 **“WV Parkways Authority”, “Parkways” and “Agency”**– the West Virginia Parkways Authority.
- 2.8 **“ASTM International” and “ASTM”** –formerly known as the American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org). Reference to procedures shall be the latest edition of the published document, subject to change without notification.
- 2.9 **“MSDS”** - Material Safety Data Sheets.

REQUEST FOR QUOTATION  
Roadway Salt – Sodium Chloride

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- 2.10 “Sodium Chloride”, “Rock Salt” and “Salt”** – interchangeable terms referring to the natural mined mineral used for de-icing in Snow Removal and Ice Control (SRIC).
- 2.11 “Contractor” or “Vendor”** – interchangeable terms referring to any person or entity that submits 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 contract items through this contract.
- 2.12 “Standard Specs”** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended/modified by any subsequent annual Supplemental Specifications. Reference to standard specifications and other standard procedures shall be the latest edition of the published document, subject to change without notification.
- 2.13 “AASHTO”** – American Association of State Highway Transportation Officials.  
Reference: [www.transportation.org](http://www.transportation.org).
- 2.14 “Delivery Order”, “Order(s)” and “Form WV-39 Release Order”** – the Agency’s official document that details the contract Item(s) and quantity that the Agency wishes to purchase, and details how, when, and where they are formally obligated for delivery/receipt.
- 2.15 “Emergency Work” or “Emergency Delivery Orders”**– interchangeable terms for the delivery of goods and/or services as designated by the Agency District Engineer or his designee at a minimum, the delivery of contract Item(s) must be supplied without delay by the Vendor based on Agency need and owing to circumstances which the Agency could not have reasonably expected, not due to poor planning by the Agency.
- 2.16 “F.O.B. Destination” or “Free On Board Destination”** - Vendor, or its designee, bears the freight charges, owns the goods while in transit and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for materials shall include delivery at the Vendor’s expense.
- 2.17 “Failed Delivery Damages”** - when the Vendor’s delivery breaches the contract, resulting in compensation owed to the Agency as a per-day charge.
- 2.18 “Guaranteed Acceptance Total”** - the Agency guarantees to accept 80% of the Vendor’s collective awarded salt-tonnage (all WV counties) total, if delivered within the guaranteed delivery period.
- 2.19 “Guaranteed Delivery Total”** - the Vendor guarantees delivery of 120% of its collective awarded salt-tonnage (all WV counties) total, if delivered within the guaranteed delivery period.

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**2.20 “Guaranteed Delivery Period”** - the timeframe or date that salt delivery is due, as specified herein and/or on the ordering Agency’s Delivery Order during SRIC season, non-SRIC season, and/or identified emergencies.

**2.21 “Above the Guaranteed Delivery Total”** – salt ordered in excess of 120% of the Vendor’s guaranteed delivery total awarded.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Item(s) and Mandatory Requirements:** Vendor shall provide Agency with the contract Item(s) as specified herein, and per Agency Delivery Order, F.O.B. destination. At its own discretion, the Agency District Engineer or his designee shall determine which contract Items, if any, shall be purchased. Contract Item(s) must meet or exceed the mandatory requirements as shown herein.

**3.1.1 WHAT NEEDS INCLUDED WITH THE BID:** These Specifications have been modified since the previous solicitation. The Vendor should carefully read this entire invitation to bid. Omitting any required forms, Attachments, or documentation as described throughout this contract will deem a bid non-responsive, either in part or whole and may result in disqualification of the bid, in part or whole. As detailed herein, the Vendor shall include, at a minimum,

- the entire *completed* bid invitation/ solicitation document,
- Signature Pages,
- Contract Manager page, with name, email, phone, etc.,
- Pricing related Attachments (ATT A and ATT B spreadsheets),
- Purchasing Affidavit
- Ethics/Disclosure, when provided by Agency as part of the Solicitation
- All other required forms or supportive information as stated herein.

**3.2 Specifications:** The following Sections of the Standard Specs, as amended, shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

**NOTE:** The requirements of Standard Specs Section 308.5 and Section 109.20 PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, as amended, shall apply to all material supplied under this contract.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book plus \$5.00 for the Supplemental Latest Edition) by completing the attached Standard Specifications Order Form and emailing it to [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov), or mailing it to:

West Virginia Division of Highways



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Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs and Supplementals and may be obtained by sourcing:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

**Materials:** Sodium Chloride, or “salt” shall, conform to the requirements of the most current version of ASTM D632 and ASTM534, as amended. The Vendor should provide the MSDS information with their bid document; however, MSDS information must be provided to the WV Purchasing Division prior to award of a contract.

**3.2.1 Anti-Clumping Material:** If an anti-clumping agent is to potentially be applied to salt for either delivery or pick-up, the Vendor shall provide the MSDS information prior to award of a contract.

**3.3 Sampling and Testing:** Upon award of this contract, the Vendor shall provide its proposed source of supply to the WVDOH. 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 and/or gradation.

**3.3.1 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, as amended, at any time during the delivery. Upon visual inspection by the Agency/WVDOH District Manager or designee, any supplied sodium chloride that does not appear to meet ASTM E534 (such as material being saturated/free flowing with water) 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 Agency 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) business days of completion testing. Upon testing and with each delivery, the supplier shall be responsible for the weight of water in excess of 2.0%, by deducting the excess amount from the price. Price adjustment shall be calculated as follows:

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EXAMPLE: For a delivery 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 tons multiplied by \$45.00 to equal \$3,375.00 price.  
\$3,375.00 multiplied by .0150 to equal \$50.63, total price adjustment.  
\$3,375.00 minus \$50.63 to equal \$3,324.37, total adjusted price.

- 3.3.2 Unacceptable Material:** Per visual observation, if salt is deemed unsatisfactory or not compliant with ASTM E534, at the discretion of the Agency/WVDOH District Manager or designee, the Agency reserves the right to reject delivery or accept delivery and exercise the price adjustment formula.

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

**3.3.2.1** Delivery of salt deemed by the Agency as unacceptable such as large unusable chunks, loads mixed with foreign material (i.e., dark-colored contaminants, charcoal, cinders, or debris) will be rejected immediately. Salt that does not meet the above specified conditions at the time of the delivery will not be accepted by the Agency. Any rejected deliveries will be removed by the Vendor at no cost to the Agency.

- 3.4 Bid Instructions:** Vendor shall supply its Pricing for all Items it chooses to bid via the Attachments A and/or B which are separate Excel spreadsheets. Vendors may bid any or all locations. To expedite the bid evaluation, if the Vendor is submitting its bid of hard-copy documents via hand-delivery or mail, the Vendor should also provide the Excel Pricing spreadsheets on either jump-drive(s) or CD(s). If the Vendor wishes to electronically enter its bid and submit via wvOASIS, the Vendor should enter its pricing and information into the Agency's Excel spreadsheets provided and upload them with its bid documents into wvOASIS, if available. Vendors can access and download the most current Excel Pricing File for this solicitation via wvOASIS or by sending an email request to the buyer for this solicitation: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

- 3.4.1 Attachment A (ATT A) Pricing Pages for Salt With Delivery by Vendor:** After placing the Vendor's name at the top of each ATT A, the Vendor shall provide its pricing for Salt with Delivery F.O.B. destination to any Agency storage locations, as listed on *tabs* of the ATT A spreadsheet.

- 3.4.2 Attachment B (ATT B) Pricing Pages for Salt Pick-up by the Agency:** After placing the Vendor's name at the top of each ATT B, the Vendor shall complete the ATT B spreadsheet to include pricing for salt pick-up from the Vendor's storage location(s) as supplied on the ATT B. The price shall include the Vendor loading the Agency trucks.

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- 3.4.3 Unapproved Alterations to Pricing Page:** Vendors who materially alter the original content of the Excel pricing page (e.g., specifications, formulas, estimated totals, headers, etc.) issued by the Agency may be found ineligible for award and their bid disqualified.
- 3.5 Emergency Deliveries of Contract Items** as ordered by WVDOH District Engineer or his designee shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the Vendor, therefore a rushed response with goods and/or service delivery is needed from the Vendor, (see also “Definitions” Section above).
- 4. SAFETY: Pandemic-Response Safety Protocols:** In addition to the Vendor’s established safety protocols and the Agency’s established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor’s staff shall adhere to all Agency’s pandemic-response protocols while present at the Agency location/jobsite. Vendors may obtain the Agency’s pandemic-response protocols by contacting the Agency District Engineer.
- 5. CONTRACT AWARD:** The contract is intended to provide Agencies with a per-ton purchase price on Sodium Chloride with DELIVERY to the Agency. All qualified, responsible Vendors shall be awarded a contract with the low bid on ATT A Pricing Pages for materials with delivery per county. PICK-UP: A contract shall be awarded to any qualified, responsible Vendor that submits a bid price on the ATT B Pick-up Pricing Pages. Pick-up from the Vendor’s storage site shall only be used in unforeseen circumstances when delivery is not feasible to meet an immediate need. The Agency reserves the right to pick up Salt from the awarded Pick-up Vendor(s) within 48 hours of receipt of the Agency’s Delivery Order.
- 5.1 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division, any Delivery Order issued toward the previously effective/prior contracts with work/delivery started shall remain in effect and shall not be cancelled until that Delivery Order is filled. Any Delivery Order issued with work/delivery not started shall be cancelled and reissued off the new contract. **No Delivery Order from the previously effective contracts should be held open by the District or the Vendor longer than thirty (30) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.**

This directive is issued to assist the Districts and the Vendor when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

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**6. ORDERING AND PAYMENT METHOD:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, fax/ facsimile, e-mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with the Agency and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. Vendor should include in its response a brief description of how Agencies may utilize the Vendor's on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Delivery Order:** Agency will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by an Agency Engineer or his designee and should be completed on a WV-39 Blanket Release Order. The order should detail the salt and amount needed, the delivery location, and the due date for the delivery which shall become the agreed upon delivery date. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.
- 6.3 Payment Method:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at Agency's discretion.

**7. DELIVERY, PICK-UP, RETURNS, AND PAYMENT:**

- 7.1 Delivery:** No Vendor is authorized to ship, nor is the Agency authorized to receive materials prior to the issuance of a **written** Delivery Order. As directed by the Agency on its Delivery Order, the Vendor shall commence and fulfill orders to the Agency location(s) in increments and within the time frame specified on the Delivery Order. The Vendor SHALL NOT HOLD ORDERS until a minimum delivery quantity is met. In the event that the Agency sends the Vendor a "bulk seasonal order" whereby the Agency is anticipating multiple, successive deliveries, the Vendor shall commence deliveries spread out over the date-span specified by the Agency and make successive deliveries until the Order is filled. The Vendor shall communicate -in writing- to the

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ordering Agency, any issues or potential disruption in delivery(s). The Agency shall have the option of accepting or refusing any alternative delivery schedule proposed by the Vendor. Any delayed or failed delivery portion shall be subject to “Failed Delivery Damages,” as defined in Section 2.17.

**7.1.1 Guaranteed Delivery:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery when caused by factors or events outside Vendor’s control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes or other natural disasters or acts of God.

**7.1.1.1 Delivery Order Schedule:** For Delivery Orders issued to the awarded Vendor from the contract’s effective date, delivery shall commence immediately and be due within ten (10) calendar days of the Delivery Order date, unless otherwise directed by the Agency. The first day will be considered 12:01 AM, the morning (working day) following the Delivery Order date. An initial delivery must be made by the established initial delivery date and the remainder of the order filled with successive loads as specified by the Agency on the Delivery Order.

**7.1.1.2 Emergency Delivery Orders Schedule:** Per Section 2.15, emergency situations stemming from inclement weather requiring the immediate delivery of salt, upon the Vendor’s receipt of the Agency’s Delivery Order denoting “Emergency,” the Order shall be treated as a priority and fulfilled by the Vendor without delay and as indicated by the Agency on the Delivery Order. Emergency Deliveries declared as such the Agency District Engineer/designee, shall be paid at a rate of 105% of the Vendor’s awarded price.

**7.2 Agency’s Acceptance Guarantee and Vendor’s Delivery Guarantee:** The Agency guarantees acceptance of 80% of estimated quantity awarded statewide to the Vendor. The Vendor shall guarantee delivery of up to 120% of the statewide estimated quantity awarded. All Agency Delivery Orders shall be issued, and all Vendor deliveries shall be completed prior to the contract’s expiration and as identified on the Agency’s Delivery Orders. To clarify, the “guarantee” shall apply to statewide (all counties) total tonnage awarded to the Vendor, and *not* the individual totals per District, County, and/or Agency Delivery/Storage Location Site.

EXAMPLE: If statewide total (of all counties in all Districts, all Agencies) awarded to the Vendor is 43,000 tons, the guaranteed Total shall be calculated as follows:

43,000 multiplied by 80% = 34,400 tons Agency’s Guaranteed Acceptance Total  
43,000 multiplied by 120% = 51,600 tons Vendor’s Guaranteed Delivery Total

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- 7.2.1 Orders Beyond 120% of Vendor's Statewide Guaranteed Delivery:** Contingent upon weather conditions, the Agency reserves the right to purchase additional quantities of salt above 120% of the Vendor's awarded statewide guaranteed delivery total.
- Pricing for Orders Beyond 120%:** In the event that the Agency wishes to purchase Salt in excess of the 120% of the Vendor's statewide guaranteed delivery total, the Agency shall pay the Vendor at a rate of 110% of the Vendor's bid price for purchases and the Vendor shall guarantee completed delivery of such orders no later than ten (ten) calendar days of the Delivery Order date, unless otherwise specified by the Agency on its Delivery Order.
- 7.2.2 Shipment Adjustments:** The Agency cannot determine nor predict the amount of snow and/or ice in one area compared to another area. As dictated by weather conditions and/or the needs of the Agency, the Agency reserves the right to direct the Vendor to alter the shipment totals between storage locations despite how they were estimated and awarded to the Vendor.
- 7.2.3 Vendor's to Report Agency Orders** At the point that the Vendor determines that it has received orders amounting to 80% of the estimated statewide totals, the Vendor shall notify the WVDOT Operations Division via email and provide reports to the Agency with the Vendor's quantities ordered and delivered statewide, broken down by ordering location, (Section 10.3 also applies).
- 7.2.4 Vendor Shall Not Place Shipments On Hold:** In the event that total ordered from a particular District, location, or Agency exceeds 120% of the estimated total for a given District or any singular location, the Vendor shall not place any Delivery Orders on hold nor suspend any shipments if the entire total ordered has not reached 120% of the Vendors statewide awarded total, see Section 7.21.
- 7.2.5 Original Delivery Tickets** for each delivered load to the Agency delivery/storage location sites shall be provided and must be signed and retained by an Agency representative at the delivery/storage location site.
- 7.3 Failed Delivery and Risk of Loss:** If the Vendor's commencement or completion of Delivery Order fulfillment will be delayed for any reason, the Vendor must notify the ordering Agency in writing no later than thirty-six (36) hours from the Delivery Order date. If the Vendor supplies the Agency with an alternate delivery schedule for any portion of the order pending delivery, the alternate delivery schedule shall be subject to acceptance or refusal by the Agency. The Agency reserves the right to cancel any failed Delivery Order, whether in part or in whole, and proceed accordingly to obtain salt through other means necessary, to alleviate hardship to the Agency. Any quality or delivery failures deemed as a hardship by the District Engineer or its designee shall result in money due the Agency in the form of Failed Delivery Damages, at the discretion of the ordering Agency, as outlined throughout these Specifications, see

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Section .

In the event that the Agency has to cancel any Delivery Order and obtain the replacement from an alternate economical source, at the Agency's discretion, a deduction for the cost of the Order replacement shall be applied to the Vendor that Failed Delivery. The deduction shall include the cost for the replacement Item quantity and include transportation charges associated with the delivery, if applied by the alternate economical source. The total replacement cost shall be deducted from the final invoice and the Item quantity applied toward the 80% guaranteed acceptance quantity of the awarded Vendor. The Vendor hereby agrees that the Agency shall apply, as an offset deduction from the final invoice, the total replacement cost which shall include transportation charges and the difference in cost from that Vendor's price and the alternative economical source's price. If the alternate source chosen to fulfill the Order is a Vendor also a contract awardee, this quantity shall be applied to that Vendor's 80% guaranteed quantity.

**7.3.1 Delivery Failures:** If an *initial delivery portion* (as identified by the Agency) from the ordered quantity has not been received by the Agency after five (5) working days from the Delivery Order date and an alternative delivery schedule has *not* been arranged with and accepted by the ordering Agency, the ordering Agency reserves the right to cancel the Delivery Order, apply the Failed Delivery Damages (see Section 7.4.1) and proceed to obtain the required quantity salt from an alternate, economical source. At the discretion of the Agency, the first alternate economical source shall be the next low bid Vendor, if that bidder has Item availability and is able to meet the Agency's need and timeline, otherwise, the Agency may proceed with obtaining the Item(s) on the open market. Any Agency seeking to obtain salt from the open market under this provision must first obtain approval of the Purchasing Division.

**7.3.2 Overdue Orders:** If any ordering Agency determines that the Vendor is behind schedule on fulfilling the Agency's orders critical to meet the needs of the Agency, regardless if alternative delivery schedules have been arranged with and accepted by the ordering Agency, the Vendor's failed delivery quantity, at the discretion of the Agency, shall be assessed subject to Failed Delivery Damages, at a rate of \$500 per-day, beginning day one following the failed Delivery Order's scheduled due date, see Section 7.4.1.

**7.4 Payment:** Standard order delivery shall be F.O.B. destination to the Agency's location. 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 for any reason.

**7.4.1 Failed Delivery Damages-** The Vendor hereby understands, agrees, and further authorizes the Agency to assess a \$500.00 per calendar-day charge for each day exceeding the Agency's specified delivery date, to be applied by the Agency as

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an offset deduction to the Vendor's final invoice. The Vendor is not responsible for delays in its delivery when caused by factors or events outside Vendor's control such as, but not limited to, omissions or errors by the Agency, acts of third parties, civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornados, other natural disasters, or acts of God.

- 7.5 Return of Unacceptable Items:** If the Agency deems the salt to be unacceptable, the Items shall be returned (as directed by the Agency), to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that Items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. 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.
- 7.6 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.
- 8. VENDOR PERFORMANCE:** Regarding the material requirements and the delivery requirements outlined in, but not limited to Sections 3, 3.2, and 6, the Vendors shall be fully aware that the Agency shall report all negative incidents of Vendor performance to the WV Purchasing Division. The AGENCY 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 Agency shall work with the Vendor to make all efforts to resolve the problem. After all attempts have failed by the Agency 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.

In situations where the Vendor has breached contract or established a pattern of poor performance, the WV Purchasing Division may cancel the contract and/or suspend the Vendor from further participation in the competitive bid process. If the Vendor fails to honor any contractual terms or conditions, the WV Purchasing Division Director may suspend the Vendor as having exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the state. Poor performance includes, but is not limited to, a Vendor providing or furnishing commodities, materials, or services late, or at a quantity or quality level below



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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 Item(s) 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. MISCELLENOUS:**

**10.1 No Substitutions:** The Vendor shall supply only contract Item(s) submitted in response to this 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 Item(s) being offered to fulfill its obligations under this contract. By signing its bid, the Vendor certifies that it can supply the contract Item(s) contained in its bid response.

**10.3 Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.

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**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:** Heather Campbell  
**Telephone Number:** 800-600-7258  
**Fax Number:** N/A  
**Email Address:** Salt CustomerCareRoadSafety@Cargill.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

# 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://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, Incorporated - Salt, Road Safety Address: 24950 Country Club Blvd., Ste 450  
North Olmsted, OH 44070

Name of Authorized Agent: Rob Wilder Address: 24950 Country Club Blvd., Ste 450, North Olmsted, OH 44070

Contract Number: CRFQ 0803 DOT2200000027 Contract Description: SODIUM CHLORIDE - ROADWAY SALT 6621C062

Governmental agency awarding contract: State of West Virginia Department of Administration

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.

Rob Wilder, Customer Care Representative, an employee of Cargill, is responsible for actively facilitating the applicable contract, per the Interested Parties definition."

Signature: Rob Wilder

Date Signed: August 19, 2021

**Notary Verification**

State of Ohio, County of Cuyahoga:

I, Rob Wilder, 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 19th day of August, 21.

Jean R Davis  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**JEAN R DAVIS**  
**NOTARY PUBLIC STATE OF OHIO**  
**MY COMMISSION EXPIRES 9/25/22**

Revised June 8, 2018

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, Incorporated - Salt, Road Safety

Authorized Signature: Rob Wilder Date: August 19, 2021

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 19 day of August, 2021.

My Commission expires September 25<sup>th</sup>, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

JEAN R DAVIS  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES 9/25/22

Jean Davis  
Purchasing Affidavit (Revised 01/19/2018)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2021

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

**COVERAGES**

CERTIFICATE NUMBER: 62166242

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                              | X  | X        | MWZY31361921            | 06/01/21                | 06/01/22                | EACH OCCURRENCE \$ 15,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 15,000,000<br>GENERAL AGGREGATE \$ 50,000,000<br>PRODUCTS - COMP/OP AGG \$ 50,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Cargo Legal | X  | X        | MWTB31362121            | 06/01/21                | 06/01/22                | COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP \$ Included   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |  |          |                         |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | MWC31362021             | 06/01/21                | 06/01/22                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 15,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 15,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 15,000,000                                    |
| A        | <input checked="" type="checkbox"/> EXCESS WORKER'S COMP.  |  |          | MWXS31361821 (OH, USLH) | 06/01/21                | 06/01/22                | 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**

State of West Virginia  
  
1900 Kanawha Blvd E, Building 5  
Charleston, WV 25305  
  
USA

**CANCELLATION**

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

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ACORD 25 (2016/03)

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ddebuhr  
62166242

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
05/07/2021

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 BioIndustrials  
Cargill Case Ready  
Cargill Cocoa and Chocolate Inc.  
Cargill Corn Milling North America  
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, Incorporated - Salt, Road Safety  
Cargill, Incorporated dba Truvia Company LLC  
Cargill Kitchen Solutions, Inc.  
Cargill Meat Logistics Solutions, Inc.  
Cargill Meat Solutions Corporation  
Cargill Beef  
Cargill Salt  
Cargill Specialty Seeds & Oils  
Cargill Texturizing Solutions  
Cargill Turkey & Cooked Meats  
Cargill Turkey Production, LLC  
Cargill Value Added Protein  
D V Technologies, LLC  
Diamond V Mills, LLC  
Eddyville Chlor-Alkali LLC  
Embria Health Sciences, L.L.C.  
EWOS U.S.A., Inc.  
Five Star Custom Foods LTD  
G & M Stevedoring Co., Inc.  
Provimi North America, Inc.  
Pro Pet  
Toshoku America, Inc.  
Proportion Foods, LLC (effective 1/1/2021)



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

612.333.3323 phone  
612.373.7270 fax  
[www.hayscompanies.com](http://www.hayscompanies.com)

Dear Risk Management,

RE: Additional Insured wording on Certificates of Insurance.

Please be advised, this year we have created "blanket" additional insured wording for Cargill Incorporated, it's Subsidiaries and Business Units.

The wording was discussed, reviewed and agreed to by Cargill's legal department. The blanket wording states: "Those PARTIES IDENTIFIED IN THE CONTRACT with Cargill, Inc. are provided additional insured status if required in that written contract."

Since contracts are amended quite frequently, e.g. new management, company name change etc., this allows for less changes/corrections through-out the year on re-issuing certificates of insurance.

If you have any questions or concerns regarding this, please let us know.

Thank you,

Dawn Heinemann

Hays Companies

80 So. 8<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402



**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  
Thomas Bowling  
Pamela S. Burcewicz  
Heather Campbell  
Deseree Caver  
Patrick Connaughton  
Sara Cope  
Terri Costanzo  
Scott Cote  
Lori Davidson  
Jean Davis  
Tony DiPietro  
Adam Donegan  
Katelyn Duché  
Ryan English  
Chris Gampfer

Nadine Gilbert  
Jim Hart  
Gail Hubbell  
Brittney Ingold  
Kaitlyn L. Jackson  
Tom Juhasz  
Mary Kleiner  
Amanda Knaus  
Celeste Knittle  
Denise A. Koch  
Sarah Liederbach  
Alison Marincek  
Mary Meehan  
Carrie Messer  
Bill Miller

Raven Mitchell  
Jamie Napier  
Angele Peterson  
John Petryszyn  
Kristen Rekstad  
Dana Richardson  
Sean M. Riley  
Christine M. Rupert  
Anna Sarley  
Brittany Schwarz  
Ashley Sliffe  
George Varga  
Rob Wilder  
Roger Wilson  
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 4th day of August, 2020.

Cargill, Incorporated

DocuSigned by:  
By: Christine Rupert  
2CA11E3A20554B8  
Christine Rupert, Vice President, Cargill Salt



DocuSigned by:  
Attest: Lakeeta Hill  
2DCBE1D68E0B0...  
Lakeeta M. Hill, Assistant Corporate Secretary



STATE OF OHIO

) ss

COUNTY OF CUYAHOGA

On August 19, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Rob Wilder 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.

  
Notary Public

**JEAN R DAVIS**  
**NOTARY PUBLIC STATE OF OHIO**  
**MY COMMISSION EXPIRES 9-25-22**



# State of West Virginia



## 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:3WV2S\_CTC2B



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

*August 16, 2021*

*Mac Warner*

*Secretary of State*

# www.cargillsaltstore.com

## Orders

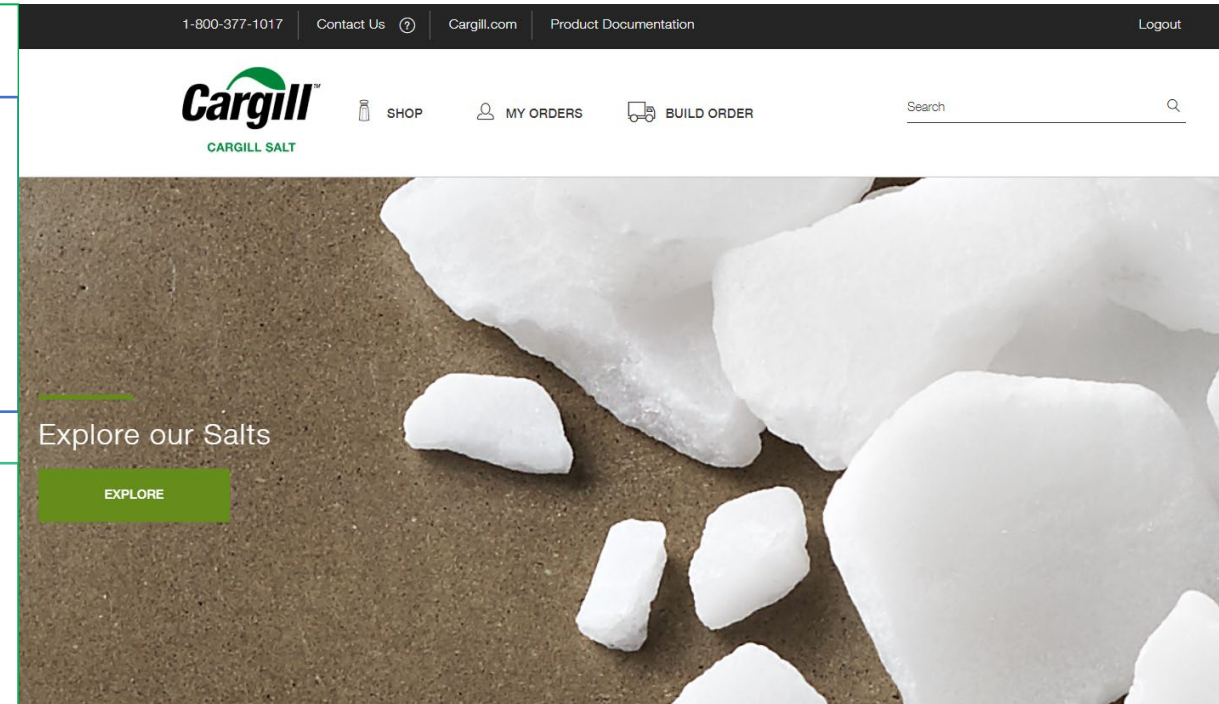
- Place orders online 24/7
  - No need to wait for an email to be read, or waiting for a call to be answered..
  - Email confirmation sent with every order.
- View order status and history for orders placed in the past 365 days

## Other Benefits

- View and download invoices from orders placed in the past 365 days.
- View list of Bills of Lading by ship date from orders placed in the past 365 days.
- Reporting Functions: The my account balance screen gives the ability to view ordered and shipped to date on the current contract.

## Contact Us

- Customer care is still available M-F 7a-5p [eastern] via 800-600-7258 and [salt\\_customer\\_careroadsafety@cargill.com](mailto:salt_customer_careroadsafety@cargill.com)



*For more information on how to get access to the [cargillsaltstore.com](http://www.cargillsaltstore.com), please reach out to your Sales Representative!*



Designation: D632 – 12 (Reapproved 2020)<sup>ε1</sup>

## Standard Specification for Sodium Chloride<sup>1</sup>

This standard is issued under the fixed designation D632; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

<sup>ε1</sup> NOTE—10.1 was revised editorially in December 2020.

### 1. Scope

1.1 This specification covers sodium chloride intended for use as a deicer and for road construction or maintenance purposes.

1.2 The values stated as SI units are to be regarded as the standard.

1.3 For purposes of determining conformance to this specification, values for chemical analysis shall be rounded to the nearest 0.1 %, and values for grading shall be rounded to the nearest 1 %, in accordance with the rounding method in Practice E29.

1.4 The text of this specification references notes and footnotes that provide explanatory material. These notes and footnotes shall not be considered as requirements of the specification.

1.5 The following precautionary caveat pertains only to the test method in Annex A1 of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory limitations prior to use.*

1.6 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

<sup>1</sup> This specification is under the jurisdiction of ASTM Committee D04 on Road and Paving Materials and is the direct responsibility of Subcommittee D04.31 on Calcium and Sodium Chlorides and Other Deicing Materials.

Current edition approved Nov. 1, 2020. Published November 2020. Originally approved in 1941. Last previous edition approved in 2012 as D632 – 12. DOI: 10.1520/D0632-12R20E01.

### 2. Referenced Documents

2.1 *ASTM Standards:*<sup>2</sup>

C136/C136M Test Method for Sieve Analysis of Fine and Coarse Aggregates

C670 Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials

E11 Specification for Woven Wire Test Sieve Cloth and Test Sieves

E29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

E287 Specification for Laboratory Glass Graduated Burets

E288 Specification for Laboratory Glass Volumetric Flasks

E534 Test Methods for Chemical Analysis of Sodium Chloride

### 3. Classification

3.1 This specification covers sodium chloride obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) and recognizes two types and two grades as follows:

3.1.1 *Type I*—Used primarily as a pavement deicer or in aggregate stabilization.

3.1.1.1 *Grade 1*—Standard grading (Note 1).

3.1.1.2 *Grade 2*—Special grading (Note 1).

3.1.2 *Type II*—Used in aggregate stabilization or for purposes other than deicing.

NOTE 1—Grade 1 provides a particle grading for general application, and has been found by latest research to be most effective for ice control and skid resistance under most conditions. Grade 2 is the grading typical of salt produced in the western United States and is available in states of the Rocky Mountains region and west, which may be preferred by purchasers in that area.

<sup>2</sup> For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

#### 4. Chemical Requirements

4.1 The sodium chloride shall conform to the following requirement for chemical composition, except for the tolerance stated in 6.1 and 6.2:

Sodium chloride (NaCl), min, % 95.0

#### 5. Physical Requirements

##### 5.1 Grading:

5.1.1 *Type I*—The grading of Type I sodium chloride, when tested by means of laboratory sieves conforming to Specification E11, shall conform to the following requirements for particle size distribution, except for the tolerance stated in 6.1 and 6.1.1:

| Sieve Size      | Mass % Passing |           |
|-----------------|----------------|-----------|
|                 | Grade 1        | Grade 2   |
| 19.0 mm (¾ in.) | ...            | 100       |
| 12.5 mm (½ in.) | 100            | ...       |
| 9.5 mm (⅜ in.)  | 95 to 100      | ...       |
| 4.75 mm (No. 4) | 20 to 90       | 20 to 100 |
| 2.36 mm (No. 8) | 10 to 60       | 10 to 60  |
| 600 µm (No. 30) | 0 to 15        | 0 to 15   |

5.1.2 *Type II*—The grading of Type II sodium chloride shall conform to the grading requirements imposed or permitted by the purchaser under conditions of the intended use.

#### 6. Permissible Variations

6.1 In the case of sodium chloride sampled after delivery to the purchaser, tolerances from the foregoing specified values shall be allowed as follows:

6.1.1 *Grading*—Five percentage points on the maximum value for the range for each sieve size, except the 12.5 mm (½ in.) and 9.5 mm (⅜ in.) for Grade 1 and 19.0 mm (¾ in.) for Grade 2.

6.1.2 *Chemical Composition*—0.5 percentage point.

#### 7. Condition

7.1 The sodium chloride shall arrive at the purchaser's delivery point in a free-flowing and usable condition.

#### 8. Sampling

8.1 Not less than three sample increments shall be selected at random from the lot (Note 2). Each increment shall be obtained by scraping aside the top layer of material to a depth of at least 25 mm (1 in.) and taking a 500-g (approximately 1-lb) quantity of sodium chloride to a depth of at least 150 mm

(6 in.). Sampling shall be done by means of a sampling thief or other method that will ensure a representative cross section of the material. The sample increments shall be thoroughly mixed to constitute a composite sample representative of the lot.

NOTE 2—A lot may be an amount agreed upon between purchaser and supplier at the time of purchase.

#### 9. Test Methods

9.1 *Chemical Analysis*—Test for compliance with the requirements for chemical composition in accordance with the following methods:

9.1.1 *Routine Control*—Use of the “Rapid Method” in Annex A1 is permitted for routine control and approval.

9.1.2 *Referee Testing*—In case of controversy, determine the chemical composition of the sample using the current version of Test Method E534.

9.2 Grading shall be determined by Test Method C136/C136M.

#### 10. Inspection

10.1 The purchaser or purchaser's representative shall be provided free entry and necessary facilities at the production plant or storage area if the purchaser elects to sample sodium chloride at the source.

#### 11. Rejection and Rehearing

11.1 The sodium chloride shall be subject to rejection if it fails to conform to any of the requirements of this specification.

11.2 In the case of failure to meet the requirements on the basis of an initial sample of a lot represented, two additional samples shall be taken from the lot and tested. If both additional samples meet the requirements, the lot shall be accepted.

#### 12. Packaging and Marking

12.1 The sodium chloride shall be delivered in bags or other containers acceptable to the purchaser, or in bulk lots. The name of the producer and the net weight shall be legibly marked on each bag or container, or in the case of bulk lots, on the shipping or delivery report.

#### 13. Keywords

13.1 salt; snow and ice removal; sodium chloride; stabilization; winter maintenance

**ANNEX**
**(Mandatory Information)**
**A1. RAPID METHOD OF ANALYSIS FOR SODIUM CHLORIDE**
**A1.1 Scope**

A1.1.1 This annex covers a rapid method for chemical analysis of sodium chloride.

A1.1.2 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

**A1.2 Significance and Use**

A1.2.1 The procedure for chemical analysis in this annex determines the total amount of chlorides present in the sample and expresses that value as sodium chloride.

A1.2.2 This rapid method of analysis does not distinguish between sodium chloride and other evaporite chloride compounds with ice-melting capabilities. Typical rock salt and solar salt sometimes contains small amounts of  $\text{CaCl}_2$ ,  $\text{MgCl}_2$ , and  $\text{KCl}$ , depending on the source of the material. When this rapid method is used on continuing shipments from a known source, it will provide a fast, essentially accurate determination of the sodium chloride content of the material furnished. Thus, the need for testing by the referee method, Test Method E534, is reduced.

**A1.3 Apparatus**

A1.3.1 *Glassware*—Standard weighing bottles, volumetric flasks (conforming to Specification E288, Class C or better), and burets (conforming to Specification E287, Class B or better).

A1.3.2 *Balance*, having a capacity of at least 20 g, accurate and readable to 0.01 g.

**A1.4 Reagents**

A1.4.1 *Nitric Acid ( $\text{HNO}_3$ )*, dilute ( $\text{HNO}_3\text{:H}_2\text{O}$ , 1:4 by volume).

A1.4.2 *Calcium Carbonate ( $\text{CaCO}_3$ )*—Reagent grade, low chloride, powder.

A1.4.3 *Silver Nitrate Solution*—0.05 N  $\text{AgNO}_3$ .

A1.4.4 *Sodium Chloride ( $\text{NaCl}$ )*—Reagent grade.

A1.4.5 *Potassium Chromate ( $\text{K}_2\text{CrO}_4$ ) Solution*—(50 g  $\text{K}_2\text{CrO}_4/\text{L}$ ).

**A1.5 Procedure**

A1.5.1 Thoroughly mix the composite sample obtained under 8.1, and reduce by quartering or by means of a sample

splitter to approximately 500 g. Pulverize the reduced sample to pass a 300- $\mu\text{m}$  (No. 50) sieve.

A1.5.2 *Standardization*—Standardize the silver nitrate ( $\text{AgNO}_3$ ) solution daily, using 10 g of reagent grade sodium chloride ( $\text{NaCl}$ ) following the applicable procedure in A1.5.3.

A1.5.3 From the pulverized sodium chloride, obtain a test sample with a mass of  $10.00 \pm 0.01$  g and place in a beaker with 250 mL distilled water. Add 10 mL of the diluted nitric acid solution ( $\text{HNO}_3$ , 1 + 4 by volume) and stir for 20 min at room temperature to put the salt in solution. Transfer the solution, including any insoluble material, to a 2-L volumetric flask, dilute to the mark with distilled water, and mix. With a pipet, draw off 25 mL of the solution and place in a white porcelain casserole. Add 0.5 g of calcium carbonate ( $\text{CaCO}_3$ ) to neutralize the excess  $\text{HNO}_3$ , and adjust the pH to approximately 7. Add 3 mL of the potassium chromate ( $\text{K}_2\text{CrO}_4$ ) solution as an indicator and titrate dropwise with the silver nitrate ( $\text{AgNO}_3$ ) solution until a faint but distinct change in color occurs—a persistent yellowish brown endpoint (see Note A1.1), comparable to standardization. Estimate the titer from the buret to the second decimal place.

NOTE A1.1—The color of the initial solution is lemon-yellow. With addition of the calcium carbonate ( $\text{CaCO}_3$ ) and stirring, the initial solution becomes opaque, with a creamy lemon-yellow color. Addition of the silver nitrate ( $\text{AgNO}_3$ ) solution produces silver chloride, which begins to agglomerate as the titration progresses, and the lemon-yellow color will begin to have whitish, opaque swirls of silver chloride. As the titration proceeds, the red color formed by addition of each drop begins to disappear more slowly. Continue the addition dropwise until a faint but distinct change in color occurs and the yellow-brown to faint reddish-brown color persists. The first stable presence of red silver chromate is the endpoint. If the endpoint is overstepped, a deep reddish-brown color occurs.

A1.6 *Calculate*—Calculate the total chlorides expressed as percent  $\text{NaCl}$  as follows:

$$P = [(A/B) \times (C/D)] \times 100 \quad (\text{A1.1})$$

where:

A = reagent grade  $\text{NaCl}$  used, g,

B = 0.05 N  $\text{AgNO}_3$  solution required to titrate the reagent grade  $\text{NaCl}$ , mL,

C = 0.05 N  $\text{AgNO}_3$  solution required to titrate the sample being tested, mL,

D = test sampling mass, g, and

P = total chlorides, expressed as sodium chloride, in the sample being tested, %.

A1.6.1 If moisture is apparent in the sample, dry a duplicate 10-g sample of the pulverized salt at 105 °C and correct the mass of the sample accordingly.

## A1.7 Precision and Bias

A1.7.1 *Precision*<sup>3</sup>—An interlaboratory study was conducted and an analysis was made that included three materials ranging from approximately 92 % to 99 % NaCl. Ten laboratories were included in the study.

A1.7.2 *Single-Operator Precision (NaCl composition 95.0 % and greater)*—The single-operator standard deviation of a single test result for average NaCl composition 95.0 % and greater has been found to be 0.248.<sup>4</sup> Therefore, results of two properly conducted tests by the same operator on the same material with the same equipment and under the same conditions should not differ by more than 0.70 %.<sup>4</sup>

A1.7.3 *Multilaboratory Precision (NaCl composition 95.0 % and greater)*—The multilaboratory standard deviation of a single test result for average NaCl composition greater

<sup>3</sup> Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:D04-1016. Contact ASTM Customer Service at [service@astm.org](mailto:service@astm.org).

<sup>4</sup> These numbers represent, respectively, the (1s %) and (d2s %) limits, as described in Practice C670.

than 95.0 % has been found to be 0.633 %.<sup>4</sup> Therefore, results of two properly conducted tests in different laboratories on the same material should not differ by more than 1.79 %.<sup>4</sup>

A1.7.4 *Single-Operator Precision (NaCl composition less than 95.0 % and greater than 90.0 %)*—The single-operator coefficient of variation of a single test result for average NaCl composition less than 95.0 % and greater than 90.0 % has been found to be 0.427 %.<sup>4</sup> Therefore, results of two properly conducted tests by the same operator on the same material with the same equipment and under the same conditions should not differ by more than 1.21 %.<sup>4</sup>

A1.7.5 *Multilaboratory Precision (NaCl composition less than 95.0 % and greater than 90.0 %)*—The multilaboratory standard deviation of a single test result for average NaCl composition less than 95.0 % and greater than 90.0 % has been found to be 0.711 %.<sup>4</sup> Therefore, results of two properly conducted tests in different laboratories on the same material should not differ by more than 2.00 %.<sup>4</sup>

A1.7.6 *Bias*—No justifiable statement can be made on the bias of this test method because the data are not available.

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Designation: E534 – 18

# Standard Test Methods for Chemical Analysis of Sodium Chloride<sup>1</sup>

This standard is issued under the fixed designation E534; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

## 1. Scope\*

1.1 These test methods cover the chemical analyses usually required for sodium chloride.

1.2 The analytical procedures appear in the following sections:

|                       | Section  |
|-----------------------|----------|
| Sample Preparation    | 5 to 9   |
| Moisture              | 10 to 17 |
| Water Insolubles      | 18 to 26 |
| Calcium and Magnesium | 27 to 34 |
| Sulfate               | 35 to 42 |
| Reporting of Analyses | 43 to 45 |

1.3 The values stated in SI units are to be regarded as standard. No other units of measurement are included in this standard.

1.4 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory limitations prior to use.*

1.5 Review the current safety data sheets (SDS) for detailed information concerning toxicity, first-aid procedures, handling, and safety precautions.

1.6 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

## 2. Referenced Documents

2.1 *ASTM Standards:*<sup>2</sup>

[D1193 Specification for Reagent Water](#)

[D6809 Guide for Quality Control and Quality Assurance](#)

<sup>1</sup> These test methods are under the jurisdiction of ASTM Committee D16 on Aromatic, Industrial, Specialty and Related Chemicals and are under the direct responsibility of Subcommittee D16.13 on Chlorine.

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<sup>2</sup> For referenced ASTM standards, visit the ASTM website, [www.astm.org](http://www.astm.org), or contact ASTM Customer Service at [service@astm.org](mailto:service@astm.org). For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[Procedures for Aromatic Hydrocarbons and Related Materials](#)

[E180 Practice for Determining the Precision of ASTM Methods for Analysis and Testing of Industrial and Specialty Chemicals \(Withdrawn 2009\)](#)<sup>3</sup>

[E200 Practice for Preparation, Standardization, and Storage of Standard and Reagent Solutions for Chemical Analysis](#)

## 3. Significance and Use

3.1 Sodium chloride occurs in nature. It is a necessary article of diet as well as the source for production of many sodium compounds and chlorine. The methods listed in 1.2 provide procedures for analyzing sodium chloride to determine if it is suitable for its intended use.

## 4. Reagents

4.1 *Purity of Reagents*—Unless otherwise indicated, it is intended that all reagents should conform to the specifications of the Committee on Analytical Reagents of the American Chemical Society, where such specifications are available.<sup>4</sup>

4.2 *Purity of Water*—Unless otherwise indicated, references to water shall be understood to mean Type II or III reagent water conforming to Specification [D1193](#).

## SAMPLE PREPARATION

## 5. Scope

5.1 This test method covers preparation of a sample that will be as representative as possible of the entire bulk quantity. The results of any analysis pertain only to the sample used.

## 6. Apparatus

6.1 *Coarse Grinder.*

6.2 *High-Speed Blender.*

6.3 *Oven.*

<sup>3</sup> The last approved version of this historical standard is referenced on [www.astm.org](http://www.astm.org).

<sup>4</sup> *Reagent Chemicals, American Chemical Society Specifications*, American Chemical Society, Washington, DC. For suggestions on the testing of reagents not listed by the American Chemical Society, see *Analar Standards for Laboratory Chemicals*, BDH Ltd., Poole, Dorset, U.K., and the *United States Pharmacopeia and National Formulary*, U.S. Pharmacopeial Convention, Inc. (USPC), Rockville, MD.

\*A Summary of Changes section appears at the end of this standard

**TABLE 1 Precision for Moisture Method**

| Level, %       | Repeatability         |                    |               | Laboratory Precision  |                    |               | Reproducibility       |                    |               |
|----------------|-----------------------|--------------------|---------------|-----------------------|--------------------|---------------|-----------------------|--------------------|---------------|
|                | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % |
| 0.003 to 0.004 | 0.0014                | 36                 | 0.004         | 0.00223               | 18                 | 0.006         | 0.00322               | 8                  | 0.009         |
| 0.025 to 0.035 | 0.0071                | 60                 | 0.02          | 0.00428               | 30                 | 0.01          | 0.0138                | 9                  | 0.04          |

6.4 *Riffle Sampler.*

6.5 *Scale.*

## 7. Reagents

7.1 *Hydrochloric Acid, Standard (1 meq/mL HCl)*—Prepare and standardize in accordance with Practice E200.

## 8. Rock and Solar Salt Stock Solutions

8.1 Mix and split sample to 500 g, using the riffle sampler.

8.2 If sample appears wet, dry at 110°C for 2 h.

8.3 Grind the sample to –8 mesh in the coarse grinder.

8.4 Mix ground sample well and weigh out a 25.0-g representative portion for rock salt or 50.0 g for solar salt.

8.5 Place 200 mL of water in the high-speed blender and start at low speed.

8.6 Slowly add the salt sample to the high-speed blender and blend for 5 min.

8.7 Test for water insolubles as described in Sections 18 – 26.

8.8 Save filtrate from water insolubles test and dilute in a volumetric flask to 1 L with water as a stock solution for subsequent analyses.

## 9. Evaporated and Purified Salt Stock Solutions

9.1 Mix and split the sample to 100 g for evaporated salt, or 200 g for purified evaporated salt.

9.2 Transfer to a 1-L volumetric flask.

9.3 Add 800 mL of water and allow the salt to dissolve.

9.4 Add 2 mL of concentrated HCl to dissolve any water insoluble calcium salts, particularly calcium carbonate.

9.5 Dilute to volume with water and use as a stock solution for subsequent analyses.

# MOISTURE

## 10. Scope

10.1 This test method determines free moisture in the salt over a concentration range from 0.00 to 0.04 %. It does not determine occluded moisture trapped within the salt crystals. The procedure is based on weight loss after a sample is heated to volatilize moisture.

## 11. Apparatus

11.1 *Analytical Balance* capable of weighing to  $\pm 0.001$  g.

11.2 *Desiccator.*

11.3 *Oven.*

## 12. Procedure, Rock and Solar Salt

12.1 Weigh 100 g of salt to the nearest 0.05 g into a previously dried and tared moisture dish.

12.2 Dry at 110°C for 2 h.

12.3 Cool in a desiccator and weigh.

## 13. Procedure, Evaporated and Purified Evaporated Salt

13.1 Weigh 20 g of salt to the nearest 0.001 g into a previously dried and weighed glass weighing bottle and cover.

13.2 Dry at 110°C for 2 h.

13.3 Cool in a desiccator, replace cover, and weigh.

## 14. Calculation

14.1 Calculate the percentage of moisture as follows:

$$\text{moisture, mass (m/m) \%} = \frac{A}{B} \times 100 \quad (1)$$

where:

$A$  = loss of mass on drying, g, and

$B$  = mass of sample, g.

## 15. Report

15.1 Report the moisture content to the nearest 0.001 %.

## 16. Precision and Bias<sup>5</sup>

16.1 Ten laboratories analyzed five samples in duplicate on two different days. Practice E180 was followed for the design and analysis of the data; the details are given in ASTM Research Report RR:E15-1052.

16.1.1 *Intermediate Precision, formerly called Repeatability (Single Analyst)*—The standard deviation for a single determination has been estimated to be the percent absolute values shown in Table 1 at the indicated degrees of freedom. The 95 % limit for the difference between two such runs is the percent absolute values in Table 1.

16.1.2 *Laboratory Precision (Within-Laboratory, Between-Days Variability)*—The standard deviation of results (each the average of duplicates), obtained by the same analyst on different days, has been estimated to be the percent absolute values shown in Table 1 at the indicated degrees of freedom. The 95 % limit for the difference between two such averages is the percent absolute values in Table 1.

<sup>5</sup> Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR:E15-1052. Contact ASTM Customer Service at service@astm.org.

16.1.3 *Reproducibility (Multilaboratory)*—The standard deviation of results (each the average of duplicates), obtained by analysts in different laboratories, has been estimated to be percent absolute values shown in [Table 1](#). The 95 % limit for the difference between two such averages is the percent absolute values in [Table 1](#).

16.2 *Bias*—The bias of this test method has not been determined due to the unavailability of suitable reference materials.

## 17. Quality Guidelines

17.1 Laboratories shall have a quality control system in place.

17.1.1 Confirm the performance of the test instrument or test method by analyzing a quality control sample following the guidelines of standard statistical quality control practices.

17.1.2 A quality control sample is a stable material isolated from the production process and representative of the sample being analyzed.

17.1.3 When QA/QC protocols are already established in the testing facility, these protocols are acceptable when they confirm the validity of test results.

17.1.4 When there are no QA/QC protocols established in the testing facility, use the guidelines described in [Guide D6809](#) or similar statistical quality control practices.

## WATER INSOLUBLES

### 18. Scope

18.1 This gravimetric method determines only the amount of insolubles present in sodium chloride which will not dissolve in water.

### 19. Apparatus

19.1 *Analytical Balance.*

19.2 *Desiccator.*

19.3 *Magnetic Stirrer with Stirring Bar.*

19.4 *Parabella Filter Funnel Assembly*, 1000-mL, or its equivalent with 0.3- $\mu$ m glass fiber filter disk.

### 20. Reagents

20.1 *Silver Nitrate, Standard Solution*, 0.1 meq/mL  $\text{AgNO}_3$ —Prepare and standardize in accordance with [Practice E200](#).

### 21. Procedure, Rock and Solar Salts

21.1 Transfer a sample prepared in accordance with [8.1](#) to [8.6](#) to a 1-L Erlenmeyer flask, washing out the blender with 100 mL of water. Add 300 mL of water to give a total of 600 mL of water added.

21.2 Stir on a magnetic stirrer for 1 h. Adjust the stirrer speed to give maximum agitation without danger of losing any sample due to splashing. Place a beaker or watch glass over top of the flask while stirring.

21.3 Filter the solution by vacuum through a previously dried (110°C for 1 h) and accurately weighed filter disk using

the Parabella funnel. Transfer all insolubles to the paper and wash free of chlorides with water until the filtrate shows no turbidity when tested with 0.1 meq/mL  $\text{AgNO}_3$  solution.

21.4 Dilute filtrate and washings to 1 L with water in volumetric flask.

21.5 Dry the filter disk at 110°C for 1 h.

21.6 Cool in a desiccator and weigh the disk on an analytical balance.

21.7 Save the filtrate for subsequent analyses.

## 22. Procedure, Evaporated and Purified Evaporated Salts

22.1 Place a well mixed sample in a 2-L beaker. Use 100-g sample for evaporated or 200 g for purified evaporated salt.

22.2 Add 750 mL of water.

22.3 Mix with a mechanical stirrer until solution is complete.

22.4 Filter the solution by vacuum through a previously dried (110°C for 1 h) and accurately weighed filter disk using the Parabella funnel. Transfer all insolubles to the paper and wash free of chlorides with water until the filtrate shows no turbidity when tested with 0.1 meq/mL  $\text{AgNO}_3$  solution.

22.5 Dry the filter disk at 110°C for 1 h.

22.6 Cool in a desiccator and weigh on an analytical balance.

22.7 Dilute the filtration and washings to 1 L with water in a volumetric flask and reserve for subsequent analyses.

## 23. Calculation

23.1 Calculate the percentage of water insolubles as follows:

$$\text{insolubles, \% mass (m/m)} = \frac{A}{B} \times 100 \quad (2)$$

where:

$A$  = increase in mass of filter disk, g, and

$B$  = sample mass, g.

## 24. Report

24.1 Report the percentage of water insolubles to the nearest percentage shown as follows:

| Range, %       | Report to, % |
|----------------|--------------|
| 0.002 to 0.005 | 0.001        |
| 0.01 to 0.04   | 0.01         |
| 0.15 to 0.35   | 0.01         |

## 25. Precision and Bias<sup>5</sup>

25.1 Ten laboratories analyzed six samples in duplicate on two different days. [Practice E180](#) was followed for the design and analysis of the data; the details are given in [ASTM Research Report RR:E15-1052](#).

25.1.1 *Intermediate Precision, formerly called Repeatability (Single Analyst)*—The coefficient of variation for a single determination has been estimated to be the percent relative values shown in [Table 2](#) at the indicated degrees of freedom. The 95 % limit for the difference between two such runs is percent relative values shown in [Table 2](#).

**TABLE 2 Precision for Water Insolubles Method**

| Level, %       | Coefficient of Variation,<br>% relative | Repeatability            |                        | Reproducibility                         |                          |                        |
|----------------|---|--------------------------|------------------------|---|--------------------------|------------------------|
|                |   | Degrees<br>of<br>Freedom | 95 % Limit, % relative | Coefficient of Variation,<br>% Relative | Degrees<br>of<br>Freedom | 95 % Limit, % relative |
| 0.002 to 0.005 | 22.0                                    | 20                       | 62                     | 91.7                                    | 9                        | 257                    |
| 0.01 to 0.04   | 21.9                                    | 18                       | 61                     | 42.2                                    | 8                        | 118                    |
| 0.15 to 0.35   | 22.0                                    | 20                       | 62                     | 20.5                                    | 9                        | 57                     |

25.1.2 *Laboratory Precision (Within-Laboratory, Between-Days Variability)*—The coefficient of variation of results (each the average of duplicates), obtained by the same analyst on different days, has been estimated to be 23.5 % relative at 57 df. The 95 % limit for the difference between two such averages is 66 % relative.

25.1.3 *Reproducibility (Multilaboratory)*—The coefficient of variation of results (each the average of duplicates), obtained by analysts in different laboratories, has been estimated to be percent relative values shown in Table 2 at the indicated degrees of freedom. The 95 % limit for the difference between two such averages is percent relative values shown in Table 2.

25.2 *Bias*—The bias of this test method has not been determined due to the unavailability of suitable reference materials.

## 26. Quality Guidelines

26.1 Laboratories shall have a quality control system in place.

26.1.1 Confirm the performance of the test instrument or test method by analyzing a quality control sample following the guidelines of standard statistical quality control practices.

26.1.2 A quality control sample is a stable material isolated from the production process and representative of the sample being analyzed.

26.1.3 When QA/QC protocols are already established in the testing facility, these protocols are acceptable when they confirm the validity of test results.

26.1.4 When there are no QA/QC protocols established in the testing facility, use the guidelines described in Guide D6809 or similar statistical quality control practices.

## CALCIUM AND MAGNESIUM

### 27. Scope

27.1 This test method covers the EDTA titrimetric determination of calcium and magnesium and the EDTA titrimetric determination of calcium. The magnesium content is determined by difference.

### 28. Apparatus

28.1 *Magnetic Stirrer with Stirring Bar.*

### 29. Reagents

29.1 *Eriochrome Black T Indicator Solution, Hydroxy Naphthol Blue,* or its equivalent.

29.2 *Murexide (Ammonium Purpurate) Indicator Solution,* or its equivalent.

29.3 *EDTA Standard Solution* (1 mL = 0.400 mg calcium)—Dissolve 4.0 g of disodium dihydrogen ethylene diaminetetraacetate (EDTA) in 1 L of water. Standardize this solution against a standard calcium solution prepared by dissolving 1.000 g of CaCO<sub>3</sub> and 2 mL of HCl in water and diluting to 1 L with water in a volumetric flask. Obtain an exact factor for the EDTA solution. This factor is equal to the milligrams of calcium equivalent to 1.00 mL of EDTA solution. See Practice E200.

$$\text{factor} = \frac{W}{V} \quad (3)$$

where:

W = calcium in aliquot, mg, and

V = EDTA solution required for titration, mL.

29.4 *Ammonium Chloride–Ammonium Hydroxide Solution*—Add 67.5 g of ammonium chloride (NH<sub>4</sub>Cl) to 570 mL of ammonium hydroxide (NH<sub>4</sub>OH) contained in a 1-L volumetric flask. Reserve this solution for use as described in 29.6 and 29.7.

29.5 *Potassium Cyanide Solution* (50 g/L)—Dissolve 50 g of potassium cyanide (KCN) in water and dilute to 1 L with water. Store in a borosilicate glass bottle. (**Warning**—Potassium cyanide is extremely poisonous.)

29.6 *Magnesium Sulfate Solution* (2.5 g/L)—Dissolve 2.5 g of MgSO<sub>4</sub>·7H<sub>2</sub>O in water and dilute to volume with water in a 1-L volumetric flask. Determine the volume of EDTA solution equivalent to 50 mL of MgSO<sub>4</sub> solution as follows: Pipet 50 mL of MgSO<sub>4</sub> solution into a 400-mL beaker. Add 200 mL of water and 2 mL of NH<sub>4</sub>Cl:NH<sub>4</sub>OH solution (27.4). Add 1 mL of KCN solution and a sufficient amount of Eriochrome Black T Indicator solution or its equivalent. Titrate the solution with EDTA solution while stirring with a magnetic stirrer to the true blue end point. This gives the volume of EDTA solution equivalent to 50.0 mL of MgSO<sub>4</sub> solution.

29.7 *Buffer Solution*—Pipet 50 mL of MgSO<sub>4</sub> solution into the volumetric flask containing the remaining NH<sub>4</sub>Cl-NH<sub>4</sub>OH solution (27.4). Add the exact volume of EDTA solution equivalent to 50 mL of the MgSO<sub>4</sub> solution. Dilute to 1 L with water. Store the solution in a polyethylene bottle.

29.8 *Potassium Hydroxide Solution* (600 g/L)—Dissolve 150 g of potassium hydroxide (KOH) in 250 mL of water. Cool and store in a polyethylene bottle.

### 30. Procedure

30.1 Using Table 3 as a guide, pipet two aliquots of stock solution into 400-mL beakers to give a titer between 2 and 10

**TABLE 3 Stock Solutions (Calcium and Magnesium)**

| Stock Solution     | Aliquot, mL |
|--------------------|-------------|
| Kansas rock salt   | 10          |
| Northern rock salt | 25          |
| Southern rock salt | 50          |
| Evaporated salt    | 50          |
| Purified salt      | 200         |
| Solar salt         | 100         |

mL of standard EDTA solution. One aliquot is used to determine total calcium and magnesium and the other for calcium.

30.2 Dilute to 200 mL with water, if necessary, and place on magnetic stirrer.

### 30.3 Total Calcium and Magnesium:

30.3.1 Add 5 mL of buffer solution, 1 mL of KCN solution, and a sufficient amount of Eriochrome Black T Indicator Solution or its equivalent.

30.3.2 Titrate with standard EDTA solution to a true blue color.

30.3.3 Record the millilitres used as Titration 1 ( $T_1$ ).

### 30.4 Calcium Only:

30.4.1 Add 2 mL of KOH solution, 1 mL of KCN solution to the other aliquot in 30.1 and 30.2, and stir for about 2 min to precipitate magnesium.

30.4.2 Add a sufficient amount of murexide solution or an equivalent calcium indicator solution.

30.4.3 Titrate with standard EDTA solution to a true blue color.

30.4.4 Record the millilitres used as Titration 2 ( $T_2$ ).

## 31. Calculation

31.1 Calculate the mass percent of calcium as follows:

$$\text{Ca, \% mass (m/m)} = \frac{(T_2) (\text{factor}) (0.1)}{S} \quad (4)$$

where:

$T_2$  = EDTA used to titrate calcium only, mL.

$S$  = mass of salt in aliquot, g.

31.1.1 See 29.3 for factor.

31.2 Calculate the mass percent of magnesium as follows:

$$\text{Mg, \% mass (m/m)} = \frac{(T_1 - T_2) (\text{factor}) (0.6064) (0.1)}{S} \quad (5)$$

where:

$T_1$  = EDTA used to titrate total calcium and magnesium,

$S$  = mass of salt in aliquot, g.

## 32. Report

32.1 Report the percentage of calcium to the nearest 0.001 %. Report the percentage of magnesium to the nearest 0.001 %.

## 33. Precision and Bias<sup>5</sup>

33.1 Eight laboratories analyzed five samples in duplicate on two different days. Practice E180 was followed for the design and analysis of the data; the details are given in ASTM Research Report RR:E15-1052.

33.1.1 *Intermediate Precision, formerly called Repeatability (Single Analyst)*—The coefficient of variation for a single determination has been estimated to be 3.56 % relative at 100 df. The 95 % limit for the difference between two such runs is 10 % relative.

33.1.2 *Laboratory Precision (Within-Laboratory, Between-Days Variability)*—The coefficient of variation of results (each the average of duplicates), obtained by the same analyst on different days, has been estimated to be 6.34 % relative at 40 df. The 95 % limit for the difference between two such averages is 18 % relative.

33.1.3 *Reproducibility (Multilaboratory)*—The coefficient of variation of results (each the average of duplicates), obtained by analysts in different laboratories, has been estimated to be 9.82 % relative at 7 df. The 95 % limit for the difference between two such averages is 28 % relative.

33.1.4 *Bias*—The bias of this test method has not been determined due to the unavailability of suitable reference materials.

33.2 The following criteria should be used in judging the acceptability of magnesium results:

33.2.1 *Repeatability (Single Analyst)*—The standard deviation for a single determination has been estimated to be percent absolute values shown in Table 4 at the indicated degrees of freedom. The 95 % limit for the difference between two such runs is the percent absolute values shown in Table 4.

33.2.2 *Laboratory Precision (Within-Laboratory, Between-Days Variability)*—The standard deviation of results (each the average of duplicates), obtained by the same analyst on different days, has been estimated to be the percent absolute values shown in Table 4 at the indicated degrees of freedom. The 95 % limit for the difference between two such averages is the percent absolute values shown in Table 4.

33.2.3 *Reproducibility (Multilaboratory)*—The standard deviation of results (each the average of duplicates), obtained by analysts in different laboratories, has been estimated to be the percent absolute values shown in Table 4 at the indicated

**TABLE 4 Precision for Magnesium Method**

| Range, %       | Repeatability         |                    |               | Laboratory Precision  |                    |               | Reproducibility       |                    |               |
|----------------|-----------------------|--------------------|---------------|-----------------------|--------------------|---------------|-----------------------|--------------------|---------------|
|                | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % | Standard Deviation, % | Degrees of Freedom | 95 % Limit, % |
| 0.001 to 0.003 | 0.00071               | 56                 | 0.002         | 0.00066               | 28                 | 0.002         | 0.00147               | 8                  | 0.004         |
| 0.02 to 0.025  | 0.0035                | 52                 | 0.010         | 0.033                 | 26                 | 0.092         | 0.0042                | 8                  | 0.012         |

**TABLE 5 Stock Solutions (Sulfate)**

| Stock Solution           | Aliquot, mL |
|--------------------------|-------------|
| Rock salt                | 40          |
| Evaporated salt          | 100         |
| Purified evaporated salt | 200         |
| Solar salt               | 100         |

degrees of freedom. The 95 % limit for the difference between two such averages is the percent absolute values shown in [Table 4](#).

33.2.4 *Bias*—The bias of this test method has not been determined due to the unavailability of suitable reference materials.

### 34. Quality Guidelines

34.1 Laboratories shall have a quality control system in place.

34.1.1 Confirm the performance of the test instrument or test method by analyzing a quality control sample following the guidelines of standard statistical quality control practices.

34.1.2 A quality control sample is a stable material isolated from the production process and representative of the sample being analyzed.

34.1.3 When QA/QC protocols are already established in the testing facility, these protocols are acceptable when they confirm the validity of test results.

34.1.4 When there are no QA/QC protocols established in the testing facility, use the guidelines described in [Guide D6809](#) or similar statistical quality control practices.

## SULFATE

### 35. Scope

35.1 This test method covers the gravimetric determination of the sulfate content of sodium chloride.

### 36. Apparatus

36.1 *Gooch Asbestos Slurry*.

36.2 *Gooch Filtering Crucible and Holder*.

36.3 *Muffle Furnace*.

36.4 *Oven*.

### 37. Reagents

37.1 *Barium Chloride Solution* (120 g BaCl<sub>2</sub> · 2H<sub>2</sub>O/L)—Dissolve 120 g of barium chloride dihydrate in about 750 mL of water, filter, and dilute to 1 L.<sup>6</sup>

37.2 *Hydrochloric Acid Standard Solution* (1 meq/L HCl)—Prepare and standardize in accordance with [Practice E200](#).

37.3 *Methyl Orange Indicator Solution* (1 g/L)—Dissolve 0.1 g of methyl orange in 100 mL of water and filter if necessary.<sup>6</sup>

### 38. Procedure

38.1 Using [Table 5](#) as a guide, pipet the recommended aliquot of stock solution into a 400-mL beaker.

38.2 Dilute to 200 mL, add a few drops of methyl orange indicator solution and acidify with 1 mL of HCl (1 + 1) if necessary.

38.3 Heat solution gently to boiling and add 10 mL of BaCl<sub>2</sub> solution dropwise while stirring.

38.4 Digest on a hot plate below the boiling point for 30 min.

38.5 Cool overnight.

38.6 Filter through a tared Gooch crucible previously prepared with an asbestos mat and ignited in a muffle furnace at 800°C for 30 min. Transfer all the precipitate to the crucible with a rubber policeman. Wash with portions of hot water until washings are free of chlorides.

38.7 Dry the crucible at 110°C for 15 min, then ignite in a muffle furnace at 800°C for 30 min.

38.8 Cool in a desiccator and reweigh.

### 39. Calculation

39.1 Calculate percentage of sulfate as follows:

$$\text{sulfate, \% mass (m/m)} = \frac{A}{B} \times 0.4115 \times 100 \quad (6)$$

where:

A = mass of precipitate, g, and

B = mass of salt in aliquot, g.

### 40. Report

40.1 Report the percentage of sulfate to the nearest 0.001 %.

### 41. Precision and Bias<sup>5</sup>

41.1 Ten laboratories analyzed six samples in duplicate on two different days. [Practice E180](#) was followed for the design and analysis of the data; the details are given in [ASTM Research Report RR:E15-1052](#).

41.1.1 *Intermediate Precision* (formerly called *Repeatability* (Single Analyst)—The coefficient of variation for a single determination has been estimated to be 7.14 % relative at 120 df. The 95 % limit for the difference between two such runs is 20 % relative.

41.1.2 *Laboratory Precision* (Within-Laboratory, Between-Days Variability)—The coefficient of variation of results (each the average of duplicates), obtained by the same analyst on different days, has been estimated to be 8.03 % relative at 60 df. The 95 % limit for the difference between two such averages is 22 % relative.

41.1.3 *Reproducibility* (Multilaboratory)—The coefficient of variation of results (each the average of duplicates), obtained by the same analyst in different laboratories, has been estimated to be 8.01 % relative at 9 df. The 95 % limit for the difference between two such averages is 22 % relative.

41.1.4 *Bias*—The bias of this test method has not been determined due to the unavailability of suitable reference materials.

<sup>6</sup> This reagent is also described in [Practice E200](#).

## 42. Quality Guidelines

42.1 Laboratories shall have a quality control system in place.

42.1.1 Confirm the performance of the test instrument or test method by analyzing a quality control sample following the guidelines of standard statistical quality control practices.

42.1.2 A quality control sample is a stable material isolated from the production process and representative of the sample being analyzed.

42.1.3 When QA/QC protocols are already established in the testing facility, these protocols are acceptable when they confirm the validity of test results.

42.1.4 When there are no QA/QC protocols established in the testing facility, use the guidelines described in Guide **D6809** or similar statistical quality control practices.

### REPORTING OF ANALYSES

## 43. Scope

43.1 Analyses should be reported on a dry basis. If analyses are on an as received sample, correction should be made by converting to a dry basis. Sodium chloride purity is determined by subtracting the total percentage of impurities from 100. Moisture should be reported as a separate value.

## 44. Procedure

44.1 Convert sulfate to calcium sulfate and the unused calcium to calcium chloride unless the sulfate in sample exceeds the quantity necessary to combine with the calcium. In this case, convert the calcium to calcium sulfate and the unused

sulfate first to magnesium sulfate, and the remaining sulfate, if any, to sodium sulfate. Convert the unused magnesium to magnesium chloride.

44.2 Report rock and solar salt impurities to the second decimal place and salt purity, by difference, to the first decimal place.

44.3 Report evaporated salt impurities to the third decimal place and salt purity, by difference, to the second decimal place.

44.4 Report purified salt impurities to the fourth decimal place and salt purity, by difference, to the third decimal place.

## 45. Conversion Factors

|                   |   |        |   |                                 |
|-------------------|---|--------|---|---------------------------------|
| BaSO <sub>4</sub> | × | 0.4116 | = | SO <sub>4</sub>                 |
| BaSO <sub>4</sub> | × | 0.5832 | = | CaSO <sub>4</sub>               |
| BaSO <sub>4</sub> | × | 0.6086 | = | Na <sub>2</sub> SO <sub>4</sub> |
| Ca                | × | 3.3967 | = | CaSO <sub>4</sub>               |
| Ca                | × | 0.6064 | = | Mg                              |
| CaSO <sub>4</sub> | × | 0.2944 | = | Ca                              |
| CaSO <sub>4</sub> | × | 0.8153 | = | CaCl <sub>2</sub>               |
| CaSO <sub>4</sub> | × | 0.8842 | = | MgSO <sub>4</sub>               |
| CaSO <sub>4</sub> | × | 1.0434 | = | Na <sub>2</sub> SO <sub>4</sub> |
| Mg                | × | 3.9173 | = | MgCl <sub>2</sub>               |
| MgCl <sub>2</sub> | × | 1.4296 | = | CaSO <sub>4</sub>               |
| MgCl <sub>2</sub> | × | 1.2641 | = | MgSO <sub>4</sub>               |
| MgSO <sub>4</sub> | × | 1.4299 | = | CaSO <sub>4</sub>               |
| MgSO <sub>4</sub> | × | 1.1311 | = | MgCl <sub>2</sub>               |
| MgSO <sub>4</sub> | × | 1.1800 | = | Na <sub>2</sub> SO <sub>4</sub> |
| SO <sub>4</sub>   | × | 1.4173 | = | CaSO <sub>4</sub>               |

## 46. Keywords

46.1 calcium; evaporated salt; magnesium; moisture; purified salt; rock salt; sodium chloride; sulfate; water insolubles

## SUMMARY OF CHANGES

Committee D16 has identified the location of selected changes to this standard since the last issue (E534-13) that may impact the use of this standard. (Approved February 1, 2018.)

(1) Quality Guidelines were added to Section 17, Section 26, Section 34, and Section 42.

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# Bulk Ice Control Salt



## Product Description and Application

### Bulk Ice Control Salt

This product is a coarse screened, sodium chloride salt obtained from underground bedded salt deposits extracted by physical mining. This salt is intended for use only as a chemical deicer on highways and roadways.

This salt complies with ASTM D 632, Type 1, Grade 1, Standard Specification for Sodium Chloride. This salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

### Methods of Analysis

Methods of analysis and product performance evaluation based on ASTM E 534, ASTM D 632 and Cargill internal methods.

### Producing Locations

This product is mined at Cargill Salt locations, Avery Island, LA; Cleveland, OH; Lansing, NY. Product of the USA.



## Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the Industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, [www.cargillsaltstore.com](http://www.cargillsaltstore.com).
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

[www.cargillsaltstore.com](http://www.cargillsaltstore.com)

Customer Service: (800) 600-SALT (7258)

## Physical Information

### Chemical Analysis

| PHYSICAL   | TYPICAL  |
|--|----------|
| Sodium Chloride (dry) CAS No. 7647-14-5 %        | 98.0     |
| Water Insolubles %                               | 2.0 max. |
| Surface Moisture %                               | 1.0 max  |
| Yellow Prussiate of Soda* CAS No. 13601-19-9 ppm | 50       |

\*Optional anti-caking agent

### Sieve Analysis

| PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS) | OPENING INCHES | OPENING MICRONS | TYPICAL % PASSING |
|--|----------------|-----------------|-------------------|
| Sieve - USS 1/2 Mesh Retained                | 0.500          | 12500           | 100               |
| Sieve - USS 3/8 Mesh Retained                | 0.375          | 9500            | 98                |
| Sieve - USS 4 Mesh Retained                  | 0.187          | 4750            | 75                |
| Sieve - USS 8 Mesh Retained                  | 0.0937         | 2360            | 42                |
| Sieve - USS 30 Mesh Retained                 | 0.0232         | 600             | 10                |

### Bulk Density

| PARAMETER             | TYPICAL |
|-----------------------|---------|
| Pounds per Cubic Foot | 75      |
| Grams per Liter       | 1200    |

### Product Configuration

| PRODUCT NAME          | SAP DESCRIPTION              | SAP NUMBER |
|-----------------------|------------------------------|------------|
| Bulk Ice Control Salt |                              |            |
| Bulk                  | DEICER SALT ICE CNTRL BLK DR | 100011135  |

## CONTACT

**Cargill Salt**  
P.O. Box 5621  
Minneapolis, MN 55440  
Phone: 888-385-SALT (7258)  
[www.cargillsalt.com](http://www.cargillsalt.com)

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3892 (10/19)

[www.cargillsalt.com](http://www.cargillsalt.com)

[www.cargilldeicing.com](http://www.cargilldeicing.com)







# SAFETY DATA SHEET

## 1. Identification

|   |  |
|---|--|
| <b>Product identifier</b>                                     | <b>Bulk Ice Control Salt with YPS</b>  |
| <b>Other means of identification</b>                          |  |
| <b>SDS number</b>   | NB2  |
| <b>Synonyms</b>   | Sodium Chloride (Salt). * Ice Control Salt.  |
| <b>Recommended use</b>  | Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning. |
| <b>Recommended restrictions</b>                               | None known.  |
| <b>Manufacturer/Importer/Supplier/Distributor information</b> |  |
| <b>Manufacturer</b>   |  |
| <b>Company name</b>   | Cargill Incorporated   |
| <b>Address</b>  | Minneapolis, MN 55440  |
| <b>Telephone</b>  | 1-888-385-7258   |
| <b>Website</b>  | www.cargillsalt.com  |
| <b>Emergency telephone number</b>                             | CHEMTREC (800) 424-9300  |

## 2. Hazard(s) identification

|  |  |
|--|--|
| <b>Physical hazards</b>                          | Not classified.  |
| <b>Health hazards</b>                            | Not classified.  |
| <b>OSHA defined hazards</b>                      | Not classified.  |
| <b>Label elements</b>                            |  |
| <b>Hazard symbol</b>                             | None.  |
| <b>Signal word</b>                               | None.  |
| <b>Hazard statement</b>                          | The mixture does not meet the criteria for classification.                     |
| <b>Precautionary statement</b>                   |  |
| <b>Prevention</b>                                | Observe good industrial hygiene practices.                                     |
| <b>Response</b>                                  | Wash hands after handling.   |
| <b>Storage</b>                                   | Store away from incompatible materials.  |
| <b>Disposal</b>                                  | Dispose of waste and residues in accordance with local authority requirements. |
| <b>Hazard(s) not otherwise classified (HNOC)</b> | None known.  |

## 3. Composition/information on ingredients

### Mixtures

| <b>Chemical name</b>            | <b>CAS number</b> | <b>%</b>      |
|---------------------------------|-------------------|---------------|
| 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

|                     |   |
|---------------------|---|
| <b>Inhalation</b>   | If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist. |
| <b>Skin contact</b> | Wash off with soap and water. Get medical attention if irritation develops and persists.  |
| <b>Eye contact</b>  | Rinse with water. Get medical attention if irritation develops and persists.  |

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

## 5. Fire-fighting measures

|  |   |
|--|---|
| <b>Suitable extinguishing media</b>                                  | Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).                      |
| <b>Unsuitable extinguishing media</b>                                | Do not use water jet as an extinguisher, as this will spread the fire.                        |
| <b>Specific hazards arising from the chemical</b>                    | During fire, gases hazardous to health may be formed.   |
| <b>Special protective equipment and precautions for firefighters</b> | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| <b>Fire-fighting equipment/instructions</b>                          | Use water spray to cool unopened containers.  |
| <b>Specific methods</b>  | Use standard firefighting procedures and consider the hazards of other involved materials.    |
| <b>General fire hazards</b>  | This product is not flammable or combustible.   |

## 6. Accidental release measures

|  |   |
|--|---|
| <b>Personal precautions, protective equipment and emergency procedures</b> | 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. |
| <b>Methods and materials for containment and cleaning up</b>               | 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.     |
| <b>Environmental precautions</b>   | Avoid discharge into drains, water courses or onto the ground.  |

## 7. Handling and storage

|   |  |
|---|--|
| <b>Precautions for safe handling</b>                                | 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.      |
| <b>Conditions for safe storage, including any incompatibilities</b> | 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

|  |   |
|--|---|
| <b>Occupational exposure limits</b>  | No exposure limits noted for ingredient(s).   |
| <b>Biological limit values</b>   | No biological exposure limits noted for the ingredient(s).  |
| <b>Appropriate engineering controls</b>                                      | Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.   |
| <b>Individual protection measures, such as personal protective equipment</b> |   |
| <b>Eye/face protection</b>   | Unvented, tight fitting goggles should be worn in dusty areas.  |
| <b>Skin protection</b>   |   |
| <b>Hand protection</b>   | Wear appropriate chemical resistant gloves.   |
| <b>Other</b>   | Wear suitable protective clothing.  |
| <b>Respiratory protection</b>  | 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. |
| <b>Thermal hazards</b>   | 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**

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

**10. Stability and reactivity**

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

## 11. Toxicological information

### Information on likely routes of exposure

|                     |  |
|---------------------|--|
| <b>Ingestion</b>    | Expected to be a low ingestion hazard.                   |
| <b>Inhalation</b>   | Inhalation of dusts may cause respiratory irritation.    |
| <b>Skin contact</b> | Prolonged or repeated skin contact may cause irritation. |
| <b>Eye contact</b>  | 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.

| <b>Components</b>               | <b>Species</b> | <b>Test Results</b> |
|---------------------------------|----------------|---------------------|
| Sodium Chloride (CAS 7647-14-5) |                |                     |
| <b>Acute</b>                    |                |                     |
| <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.

| <b>Components</b>               | <b>Species</b> | <b>Test Results</b>   |                              |
|---------------------------------|----------------|---|------------------------------|
| Sodium Chloride (CAS 7647-14-5) |                |   |                              |
| <b>Aquatic</b>                  |                |   |                              |
| Crustacea                       | EC50           | Water flea ( <i>Daphnia magna</i> )                           | 340.7 - 469.2 mg/l, 48 hours |
| Fish                            | LC50           | Rainbow trout, donaldson trout ( <i>Oncorhynchus mykiss</i> ) | 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

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

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

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



COMMERCIAL NAME

DEICING SALT ASTM-632

**1.- Chemical Specification**

| <u>Determination</u>      | <u>Unit</u> | <u>Specification</u> |     |
|---------------------------|-------------|----------------------|-----|
| Sodium Chloride (as NaCl) | (%)         | 97.00                | Min |
| Moisture                  | (%)         | 0.40                 | Max |
| YPS                       | (ppm)       | 70-100               |     |

**2.- Mesh Size**

| <u>USA Sieve (#)</u> | <u>Unit</u> | <u>Specification</u> |
|----------------------|-------------|----------------------|
| 1/2"                 | (%)         | 100 Passing          |
| 3/8"                 | (%)         | 95 - 100 Passing     |
| 4                    | (%)         | 20 - 90 Passing      |
| 8                    | (%)         | 10 - 60 Passing      |
| 30                   | (%)         | 0 - 15 Passing       |

Revision 0



Cerro El Plomo N° 5680 of. 404, Torre 6  
Las Condes, Santiago, Chile

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## MATERIAL SAFETY DATA SHEET (MSDS) SALT – SODIUM CHLORIDE

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### SECTION I: GENERAL

|  |  |
|--|--|
| Trade Name: <b>SALT</b>  | C.A.S. Number: <b>7647-14-5</b>  |
| Chemical Name: <b>SODIUM CHLORIDE</b>  | Formula: <b>NaCl</b>   |
| Molecular Weight: <b>58.4428</b>   |  |
| Address: <b>Cerro El Plomo 5680 of 404<br/>Las Condes<br/>Santiago<br/>Chile</b> | Contact: <b>Bernardita Labbe</b><br>Phone: <b>56 (2) 24294470</b><br>Date Issued: <b>23/07/2019</b><br>Date Revised: <b>Same</b> |

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### SECTION II: FIRST AID

Emergency Phone Number: **56 (2) 24294470**  
Skin: **Wash with water**  
Eyes: **Irrigate with plenty of water**

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### SECTION III: HAZARDS INFORMATION – HEALTH

Inhalation: **Inhalation of product may cause mild irritation of nose and throat**  
Ingestion: **Ingestion of large amounts (greater than 0.1 lb) may cause gastrointestinal upset.**  
Skin: **Dust may cause irritation.**  
Eyes: **Dust may cause irritation.**  
Permissible Concentration: Air: **None established** Biological: **No TLV established**  
Unusual Chronic Toxicity: **None**

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### SECTION IV: HAZARDS INFORMATION

Flash Point °C : **Not flammable** Auto ignition Temp °C : **N/A**  
 Open Cup  Closed Cup  
Flammable Limits In Air (% by volume) – **N/A**

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### SECTION V: PRECAUTIONS/PROCEDURES

Fire Extinguishing Agents Recommended: **N/A** Fire Extinguishing Agents to Avoid: **N/A**  
Special Fire Fighting Precautions: **N/A**  
Ventilation: **Local exhaust if dusty conditions prevail.**  
Normal Handling: **Avoid eye contact or prolonged skin contact.**  
Storage: **Wet or damp conditions can cause caking or corrosion of metal contact surfaces.**  
Spill or Leak: **Shovel up dry material into an empty container. Flush residue with water down local sewer.**  
Special: Precautions/Procedures/Label Instructions: **Store in cool, dry area. No special cautions or labeling are required.**

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### SECTION VI: PERSONAL PROTECTIVE EQUIPMENT

Respiratory Protection: **When required, use a respirator approved by NIOSH for product dust.**  
Eyes and Face: **In extremely dusty areas, chemical safety goggles should be used.**  
Hands, Arms, and Body: **Wear long - sleeved shirts and trousers for routine product handling. Gloves are optional.**  
Other Clothing and Equipment: **N/A**



**SECTION VII: PHYSICAL DATA**

Material is (At Normal Conditions)  Liquid  Solid  Gas \_\_\_\_\_

Appearance and Odor: **White crystalline solid. Slight saline odor.**

Boiling Point: **1465°C** Specific Gravity (H<sub>2</sub>O = 1): **2.16** Vapor Density (Air – 1): **N/A**

Melting Point: **800°C** Vapor Pressure (mm Hg at 20°C): **2.4 mm at 746.9°C**

Solubility In Water (% By Weight): **26.395 Max at 60°F** ph (20% Solution): **6.5 – 9.5**

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**SECTION VIII: REACTIVITY DATA**

Stability:  Stable  Unstable

Conditions to Avoid: **Wet/damp conditions can cause caking and corrosion.**

Incompatibility (Materials to Avoid): **None provided the product is dry.**

Hazardous Decomposition Products: **None**

Hazardous Polymerization:  May Occur  Will Not Occur

Conditions To Avoid:

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**SECTION IX: HAZARDOUS INGREDIENTS (Mixtures Only)**

Material or Component/ C.A.S. No.: **Sodium Chloride, CAS 7645-14-5**

Weight %:

Hazard Data (See Section J):

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**SECTION X: ENVIRONMENTAL**

Degradability / Aquatic Toxicity: **Product is inorganic and may persist in the environment.**

EPA Hazardous Substance?

Yes  No If so, reportable quantity \_\_\_\_\_ 40 CFR 116 – 117

Waste Disposal Methods (Disposer Must Comply With Federal, State and Local Disposal or Discharge Laws): **Flush to sewer if permitted by applicable disposal regulations.**

RCRA Status of Unused Material: **Not a “hazardous waste.”**

40 CFR 261

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**SECTION XI: REFERENCES**

Permissible Concentration References:

Regulatory Standards: **FDA regulations apply to food use and USP/NF grades (21 CFR).  
USDA regulations apply to use in meat and poultry products.**

D.O.T. Classification: N/A - 49 CFR

General: **(a) Recommendations of the Salt Institute**

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**SECTION XII: ADDITIONAL INFORMATION**

**This product is not for food or drug use unless material is labeled “food grade”, “USP grade”, or “NF grade”, as applicable.**

**This product safety data sheet is offered solely for your information, consideration and investigation. Compañía Minera Cordillera SCM provides no warranties, either express or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein.**

**ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations**

Vendor's Unit price shall be per Ton by County. Vendor may bid any or all Counties. Do not type in Grey areas below.

Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 1</b>            |                                 |                 | <i>Enter Bidder/Vendor name:</i> |                  |
|------------------------------|---------------------------------|-----------------|----------------------------------|------------------|
| County                       | Delivery/Storage Location       | Estimated Tons  | Unit Price Per Ton               | Extended Price   |
| Boone                        | Clinton @ WV85                  | 850.00          |                                  |                  |
| Boone                        | Rock Creek                      | 1,300.00        |                                  |                  |
| Boone                        | Seth                            | 850.00          |                                  |                  |
| <b>Boone</b>                 | <b>County Total</b>             | <b>3,000.00</b> | <b>\$98.30</b>                   | <b>\$294,900</b> |
| Clay                         | Widen Road & CR 11              | 1,350.00        |                                  |                  |
| Clay                         | Maysel                          | 100.00          |                                  |                  |
| <b>Clay</b>                  | <b>County Total</b>             | <b>1,450.00</b> | <b>NO BID</b>                    | <b>NO BID</b>    |
| Kanawha                      | Chelyan                         | 0.00            |                                  |                  |
| Kanawha                      | Elkview                         | 0.00            |                                  |                  |
| Kanawha                      | North Charleston                | 0.00            |                                  |                  |
| Kanawha                      | St. Albans                      | 0.00            |                                  |                  |
| Kanawha                      | I-64 @ Rt. 119 and Penn. Avenue | 0.00            |                                  |                  |
| Kanawha                      | I-77 @ Sissonville              | 1,000.00        |                                  |                  |
| Kanawha                      | I-79 @ Amma                     | 1,000.00        |                                  |                  |
| Kanawha                      | Corridor G @ Alum Creek         | 1,000.00        |                                  |                  |
| <b>Kanawha</b>               | <b>County Total</b>             | <b>3,000.00</b> | <b>NO BID</b>                    | <b>NO BID</b>    |
| Mason                        | Glenwood                        | 0.00            |                                  |                  |
| Mason                        | Pt. Pleasant                    | 1,000.00        |                                  |                  |
| <b>Mason</b>                 | <b>County Total</b>             | <b>1,000.00</b> | <b>NO BID</b>                    | <b>NO BID</b>    |
| Putnam                       | Red House                       | 1,000.00        |                                  |                  |
| Putnam                       | Hurricane @ Rt. 34              | 1,000.00        |                                  |                  |
| Putnam                       | I-64 @ Scary Creek              | 1,000.00        |                                  |                  |
| Putnam                       | US 35 @ Frazier's Bottom        | 1,000.00        |                                  |                  |
| <b>Putnam</b>                | <b>County Total</b>             | <b>4,000.00</b> | <b>\$98.74</b>                   | <b>\$296,220</b> |
| Estimated Total per District |                                 | <b>7,000.00</b> |                                  | <b>\$591,120</b> |

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| <b>DISTRICT 2</b>            |  |                | <i>Enter Bidder/Vendor name:</i> |                       |
|------------------------------|--|----------------|----------------------------------|-----------------------|
| County                       | Delivery/Storage Location                | Estimated Tons | Unit Price Per Ton               | Extended Price        |
| Cabell                       | Barboursville                            | 3,000          |                                  |                       |
| Cabell                       | I-64 @ Huntington                        | 1,200          |                                  |                       |
| <b>Cabell</b>                | <b>County Total</b>                      | <b>4,200</b>   | <b>\$98.12</b>                   | <b>\$412,104.00</b>   |
| Lincoln                      | West Hamlin                              | 1,500          |                                  |                       |
| Lincoln                      | Yawkey                                   | 1,000          |                                  |                       |
| Lincoln                      | Harts                                    | 1,000          |                                  |                       |
| <b>Lincoln</b>               | <b>County Total</b>                      | <b>3,500</b>   | <b>\$97.47</b>                   | <b>\$341,145.00</b>   |
| Logan                        | Corridor G @ Chapmanville                | 2,000          |                                  |                       |
| Logan                        | Wilkinson                                | 1,000          |                                  |                       |
| Logan                        | Man                                      | 1,000          |                                  |                       |
| <b>Logan</b>                 | <b>County Total</b>                      | <b>4,000</b>   | <b>\$97.41</b>                   | <b>\$389,640.00</b>   |
| Mingo                        | Corridor G @ Miller's Creek, Bldg #03011 | 1,000          |                                  |                       |
| Mingo                        | Mingo Cty @ Miller's Creek, Bldg #03025  | 1,000          |                                  |                       |
| Mingo                        | Gilbert                                  | 500            |                                  |                       |
| <b>Mingo</b>                 | <b>County Total</b>                      | <b>2,500</b>   | <b>NO BID</b>                    | <b>NO BID</b>         |
| Wayne                        | Pritchard                                | 1,500          |                                  |                       |
| Wayne                        | Wayne                                    | 1,000          |                                  |                       |
| Wayne                        | Crum                                     | 1,000          |                                  |                       |
| <b>Wayne</b>                 | <b>County Total</b>                      | <b>3,500</b>   | <b>\$98.99</b>                   | <b>\$346,465.00</b>   |
| Estimated Total per District |  | <b>15,200</b>  |                                  | <b>\$1,489,354.00</b> |

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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 3</b>            |                           |                | <i>Enter Bidder/Vendor name:</i> |                       |
|------------------------------|---------------------------|----------------|----------------------------------|-----------------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price        |
| Calhoun                      | Millstone                 | 2900           |                                  |                       |
| <b>Calhoun</b>               | <b>County Total</b>       | <b>2900</b>    | <b>\$91.44</b>                   | <b>\$265,176.00</b>   |
| Jackson                      | Ripley                    | 2400           |                                  |                       |
| <b>Jackson</b>               | <b>I-77 @ Medina</b>      | <b>1300</b>    |                                  |                       |
| Jackson                      | <b>County Total</b>       | <b>3700</b>    | <b>NO BID</b>                    | <b>NO BID</b>         |
| Pleasants                    | Belmont                   | 2000           |                                  |                       |
| <b>Pleasants</b>             | <b>County Total</b>       | <b>2000</b>    | <b>\$87.61</b>                   | <b>\$175,220.00</b>   |
| Ritchie                      | APD Pennsboro             | 3000           |                                  |                       |
| Ritchie                      | Ellenboro                 | 2500           |                                  |                       |
| Ritchie                      | Corridor D @ Nutter Farm  | 500            |                                  |                       |
| Ritchie                      | Smithville                | 500            |                                  |                       |
| <b>Ritchie</b>               | <b>County Total</b>       | <b>6500</b>    | <b>\$88.74</b>                   | <b>\$576,810.00</b>   |
| Roane                        | Lefthand @ WV 36          | 100            |                                  |                       |
| Roane                        | Ambler Ridge @ US 119     | 100            |                                  |                       |
| Roane                        | Spencer                   | 1900           |                                  |                       |
| <b>Roane</b>                 | <b>County Total</b>       | <b>2100</b>    | <b>NO BID</b>                    | <b>NO BID</b>         |
| Wirt                         | Elizabeth                 | 1300           |                                  |                       |
| <b>Wirt</b>                  | <b>County Total</b>       | <b>1300</b>    | <b>\$94.59</b>                   | <b>\$122,967.00</b>   |
| Wood                         | Parkersburg @ Rt. 95S     | 6000           |                                  |                       |
| Wood                         | I-77 @ Parkersburg        | 100            |                                  |                       |
| Wood                         | Corridor D @ Riverhill    | 50             |                                  |                       |
| <b>Wood</b>                  | <b>County Total</b>       | <b>6150</b>    | <b>\$91.62</b>                   | <b>\$563,463.00</b>   |
| Estimated Total per District |                           | <b>18,850</b>  |                                  | <b>\$1,703,636.00</b> |

6621C062

**ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations**

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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 4</b> |                              |                | <i>Enter Bidder/Vendor name:</i> |                     |
|-------------------|------------------------------|----------------|----------------------------------|---------------------|
| County            | Delivery/Storage Location    | Estimated Tons | Unit Price Per Ton               | Extended Price      |
| Doddridge         | Greenwood                    | 1,000          |                                  |                     |
| Doddridge         | Smithburg                    | 1,000          |                                  |                     |
| <b>Doddridge</b>  | <b>County Total</b>          | <b>2,000</b>   | <b>\$91.23</b>                   | <b>\$182,460.00</b> |
| Harrison          | Gore                         | 2,500          |                                  |                     |
| Harrison          | Saltwell                     | 400            |                                  |                     |
| Harrison          | I-79 @ Lost Creek            | 1,600          |                                  |                     |
| Harrison          | APD 50 @ Tunnel Hill         | 1,500          |                                  |                     |
| <b>Harrison</b>   | <b>County Total</b>          | <b>6,000</b>   | <b>\$89.65</b>                   | <b>\$537,900.00</b> |
| Marion            | Fairmont                     | 800            |                                  |                     |
| Marion            | Mannington                   | 200            |                                  |                     |
| <b>Marion</b>     | <b>County Total</b>          | <b>1,000</b>   | <b>NO BID</b>                    | <b>NO BID</b>       |
| Monongalia        | I-79 @ Goshen Road           | 2,000          |                                  |                     |
| Monongalia        | Ridgedale                    | 2,500          |                                  |                     |
| Monongalia        | Pentress                     | 500            |                                  |                     |
| <b>Monongalia</b> | <b>County Total</b>          | <b>5,000</b>   | <b>NO BID</b>                    | <b>NO BID</b>       |
| Preston           | Bruceston Mills              | 1,000          |                                  |                     |
| Preston           | Albright                     | 1,000          |                                  |                     |
| Preston           | Terra Alta                   | 1,000          |                                  |                     |
| Preston           | Fellowsville                 | 1,000          |                                  |                     |
| Preston           | Aurora                       | 1,000          |                                  |                     |
| Preston           | I-68 @ Cooper's Rock         | 1,000          |                                  |                     |
| <b>Preston</b>    | <b>County Total</b>          | <b>6,000</b>   | <b>\$89.53</b>                   | <b>\$53,718.00</b>  |
| Taylor            | Fetterman/Prunytown          | 1,000          |                                  |                     |
| <b>Taylor</b>     | <b>County Total</b>          | <b>1,000</b>   | <b>\$89.76</b>                   | <b>\$89,760.00</b>  |
|                   | Estimated Total per District | <b>15,000</b>  |                                  | <b>\$773,588.00</b> |

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| <b>DISTRICT 5</b>            |  |                | <i>Enter Bidder/Vendor name:</i> |                     |
|------------------------------|--|----------------|----------------------------------|---------------------|
| County                       | Delivery/Storage Location              | Estimated Tons | Unit Price Per Ton               | Extended Price      |
| Berkeley                     | I-81 @ Martinsburg (0571)              | 1,000          |                                  |                     |
| Berkeley                     | 1867 Rock Cliff Drive (0502)           | 1,000          |                                  |                     |
| Berkeley                     | I-81 @ Exit 8 (0571)                   | 700            |                                  |                     |
| <b>Berkeley</b>              | <b>County Total</b>                    | <b>2,700</b>   | <b>NO BID</b>                    | <b>NO BID</b>       |
| Grant                        | Petersburg                             | 800            |                                  |                     |
| Grant                        | Mt. Storm                              | 1,000          |                                  |                     |
| Grant                        | Corridor H @ Knobley Road (0582)       | 1,600          |                                  |                     |
| <b>Grant</b>                 | <b>County Total</b>                    | <b>3,400</b>   | <b>\$99.20</b>                   | <b>\$337,280.00</b> |
| Hampshire                    | Romney 56 DOH Dr.                      | 800            |                                  |                     |
| Hampshire                    | Capon Bridge                           | 400            |                                  |                     |
| Hampshire                    | Slanesville                            | 300            |                                  |                     |
| <b>Hampshire</b>             | <b>County Total</b>                    | <b>1,500</b>   | <b>\$92.54</b>                   | <b>\$138,810.00</b> |
| Hardy                        | Moorefield 2014 State RT 55            | 800            |                                  |                     |
| Hardy                        | Baker                                  | 800            |                                  |                     |
| <b>Hardy</b>                 | <b>County Total</b>                    | <b>1,600</b>   | <b>\$95.34</b>                   | <b>\$152,544.00</b> |
| Jefferson                    | Charles Town (0519)                    | 1,500          |                                  |                     |
| Jefferson                    | Charles Town - New Shed (0564)         | 1,500          |                                  |                     |
| <b>Jefferson</b>             | <b>County Total</b>                    | <b>3,000</b>   | <b>NO BID</b>                    | <b>NO BID</b>       |
| Mineral                      | New Creek                              | 700            |                                  |                     |
| Mineral                      | Sky Line (Elk Garden)                  | 600            |                                  |                     |
| Mineral                      | Short Gap/Substation RT 28 Ridgely     | 300            |                                  |                     |
| Mineral                      | District Headquarters (Burlington)     | 100            |                                  |                     |
| <b>Mineral</b>               | <b>County Total</b>                    | <b>1,700</b>   | <b>\$96.33</b>                   | <b>\$163,761.00</b> |
| Morgan                       | Berkeley Springs/166 DOH Lane US 522   | 800            |                                  |                     |
| Morgan                       | Largent/Substation 16964/Great Cacapon | 300            |                                  |                     |
| <b>Morgan</b>                | <b>County Total</b>                    | <b>1,100</b>   | <b>NO BID</b>                    | <b>NO BID</b>       |
| Estimated Total per District |  | <b>8,200</b>   |                                  | <b>\$792,395.00</b> |

6621C062

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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 6</b>            |                           |                | <i>Enter Bidder/Vendor name:</i> |                |
|------------------------------|---------------------------|----------------|----------------------------------|----------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price |
| Brooke                       | Wellsburg                 | 1800           |                                  |                |
| Brooke                       | Weirton                   | 1800           |                                  |                |
| <b>Brooke</b>                | <b>County Total</b>       | <b>3,600</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Hancock                      | New Manchester            | 2800           |                                  |                |
| <b>Hancock</b>               | <b>County Total</b>       | <b>2,800</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Marshall                     | Glen Dale                 | 2900           |                                  |                |
| Marshall                     | Lynn Camp                 | 700            |                                  |                |
| Marshall                     | Cameron                   | 1550           |                                  |                |
| Marshall                     | Sand Hill                 | 650            |                                  |                |
| <b>Marshall</b>              | <b>County Total</b>       | <b>5,800</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Ohio                         | Triadelphia               | 4000           |                                  |                |
| Ohio                         | I-70 @ Triadelphia        | 3600           |                                  |                |
| <b>Ohio</b>                  | <b>County Total</b>       | <b>7,600</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Tyler                        | Sistersville              | 1100           |                                  |                |
| Tyler                        | Centerville               | 800            |                                  |                |
| <b>Tyler</b>                 | <b>County Total</b>       | <b>1,900</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Wetzel                       | New Martinsville          | 1100           |                                  |                |
| Wetzel                       | Pine Grove                | 700            |                                  |                |
| Wetzel                       | Hundred                   | 900            |                                  |                |
| <b>Wetzel</b>                | <b>County Total</b>       | <b>2,700</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Estimated Total per District |                           | <b>24,400</b>  |                                  | <b>NO BID</b>  |

**ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations**

Vendor's Unit price shall be per Ton by County. Vendor may bid any or all Counties. Do not type in Grey areas below.

Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 7</b>            |                           |                | <i>Enter Bidder/Vendor name:</i> |                       |
|------------------------------|---------------------------|----------------|----------------------------------|-----------------------|
| County                       | Delivery/Storage Location | Estimated Tons | <i>Unit Price Per Ton</i>        | <i>Extended Price</i> |
| Barbour                      | Phillipi                  | 1,500          |                                  |                       |
| Barbour                      | Belington                 | 1,400          |                                  |                       |
| <b>Barbour</b>               | <b>County Total</b>       | <b>2,900</b>   | <b>\$88.91</b>                   | <b>\$257,839.00</b>   |
| Braxton                      | Gassaway                  | 800            |                                  |                       |
| Braxton                      | Heaters                   | 600            |                                  |                       |
| Braxton                      | I-79 @ Coon Knob          | 1,400          |                                  |                       |
| Braxton                      | I-79 @ Burnsville         | 1,400          |                                  |                       |
| <b>Braxton</b>               | <b>County Total</b>       | <b>4,200</b>   | <b>\$91.85</b>                   | <b>\$385,770.00</b>   |
| Gilmer                       | Glenville                 | 1,000          |                                  |                       |
| <b>Gilmer</b>                | <b>County Total</b>       | <b>1,000</b>   | <b>\$96.33</b>                   | <b>\$96,330.00</b>    |
| Lewis                        | Weston (Ben Dale)         | 1,200          |                                  |                       |
| Lewis                        | Corridor H @ Mudlick      | 1,000          |                                  |                       |
| <b>Lewis</b>                 | <b>County Total</b>       | <b>2,200</b>   | <b>\$94.77</b>                   | <b>\$208,494.00</b>   |
| Upshur                       | Clow Lot @ Buckhannon     | 2,400          |                                  |                       |
| Upshur                       | Tennerton                 | 100            |                                  |                       |
| Upshur                       | Kanawha Head              | 700            |                                  |                       |
| <b>Upshur</b>                | <b>County Total</b>       | <b>3,200</b>   | <b>\$90.37</b>                   | <b>\$289,184.00</b>   |
| Webster                      | Cherry Falls              | 500            |                                  |                       |
| Webster                      | Cowen                     | 500            |                                  |                       |
| Webster                      | Hacker Valley             | 500            |                                  |                       |
| <b>Webster</b>               | <b>County Total</b>       | <b>1,500</b>   | <b>\$95.66</b>                   | <b>\$143,490.00</b>   |
| Estimated Total per District |                           | <b>15,000</b>  |                                  | <b>\$1,381,107.00</b> |



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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 8</b>            |                           |                | <i>Enter Bidder/Vendor name:</i> |                       |
|------------------------------|---------------------------|----------------|----------------------------------|-----------------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price        |
| Pendleton                    | Franklin, 220 North       | 600            |                                  |                       |
| Pendleton                    | Judy Gap                  | 450            |                                  |                       |
| Pendleton                    | Brandywine                | 400            |                                  |                       |
| Pendleton                    | Onego                     | 600            |                                  |                       |
| Pendleton                    | Franklin, 220 South       | 400            |                                  |                       |
| <b>Pendleton</b>             | <b>County Total</b>       | <b>2,450</b>   | <b>\$99.47</b>                   | <b>\$243,701.50</b>   |
| Pocahontas                   | Marlinton                 | 800            |                                  |                       |
| Pocahontas                   | Seebert                   | 600            |                                  |                       |
| Pocahontas                   | Greenbank                 | 500            |                                  |                       |
| Pocahontas                   | Bartow (Thornwood)        | 500            |                                  |                       |
| Pocahontas                   | Snowshoe                  | 100            |                                  |                       |
| Pocahontas                   | Slaty Fork                | 600            |                                  |                       |
| <b>Pocahontas</b>            | <b>County Total</b>       | <b>3,100</b>   | <b>\$98.19</b>                   | <b>\$304,389.00</b>   |
| Randolph                     | Elkins                    | 600            |                                  |                       |
| Randolph                     | Harman                    | 750            |                                  |                       |
| Randolph                     | Coalton                   | 600            |                                  |                       |
| Randolph                     | Valley Head               | 600            |                                  |                       |
| Randolph                     | Mill Creek                | 600            |                                  |                       |
| Randolph                     | Pickens                   | 350            |                                  |                       |
| Randolph                     | Corridor H Lot @ Elkins   | 1,500          |                                  |                       |
| <b>Randolph</b>              | <b>County Total</b>       | <b>5,000</b>   | <b>\$96.15</b>                   | <b>\$480,750.00</b>   |
| Tucker                       | Parsons                   | 800            |                                  |                       |
| Tucker                       | Thomas                    | 400            |                                  |                       |
| Tucker                       | Thomas                    | 1,500          |                                  |                       |
| <b>Tucker</b>                | <b>County Total</b>       | <b>2,700</b>   | <b>\$92.16</b>                   | <b>\$248,832.00</b>   |
| Estimated Total per District |                           | <b>13,250</b>  |                                  | <b>\$1,277,672.50</b> |

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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 9</b>            |                           |                | <i>Enter Bidder/Vendor name:</i> |                |
|------------------------------|---------------------------|----------------|----------------------------------|----------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price |
| Fayette                      | Oak Hill                  | 4,500          |                                  |                |
| Fayette                      | Lookout                   | 0              |                                  |                |
| Fayette                      | Falls View                | 0              |                                  |                |
| <b>Fayette</b>               | <b>County Total</b>       | <b>4,500</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Greenbrier                   | Lewisburg                 | 700            |                                  |                |
| Greenbrier                   | Crawley                   | 1,700          |                                  |                |
| Greenbrier                   | I-64 @ Hart's Run         | 1,000          |                                  |                |
| <b>Greenbrier</b>            | <b>County Total</b>       | <b>3,400</b>   | <b>NO BID</b>                    | <b>NO BD</b>   |
| Monroe                       | Union                     | 500            |                                  |                |
| Monroe                       | Peterstown                | 700            |                                  |                |
| <b>Monroe</b>                | <b>County Total</b>       | <b>1,200</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Nicholas                     | Summersville              | 2,500          |                                  |                |
| Nicholas                     | Curtin                    | 1,500          |                                  |                |
| Nicholas                     | Corridor L @ Muddlety     | 3,000          |                                  |                |
| <b>Nicholas</b>              | <b>County Total</b>       | <b>7,000</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Summers                      | Hinton                    | 1,200          |                                  |                |
| <b>Summers</b>               | <b>County Total</b>       | <b>1,200</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Estimated Total per District |                           | <b>17,300</b>  |                                  | <b>NO BID</b>  |

**ATTACHMENT A (ATT A) Materials (Salt) with Delivery F.O.B. to Agency Locations**

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Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>DISTRICT 10</b>           |                           |                | <i>Enter Bidder/Vendor name:</i> |                |
|------------------------------|---------------------------|----------------|----------------------------------|----------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price |
| McDowell                     | Havaco                    | 2,000          |                                  |                |
| McDowell                     | Yukon                     | 500            |                                  |                |
| McDowell                     | Johnnycake Mountain       | 400            |                                  |                |
| McDowell                     | Raysel                    | 250            |                                  |                |
| McDowell                     | <b>County Total</b>       | <b>3,150</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Mercer                       | Princeton @ WV 20         | 3,000          |                                  |                |
| Mercer                       | Flat Top                  | 500            |                                  |                |
| Mercer                       | I-77 @ Princeton          | 3,000          |                                  |                |
| Mercer                       | <b>County Total</b>       | <b>6,500</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Raleigh                      | Skelton                   | 6,000          |                                  |                |
| Raleigh                      | Bolt                      | 100            |                                  |                |
| Raleigh                      | I-64 @ Bragg              | 5,000          |                                  |                |
| Raleigh                      | <b>County Total</b>       | <b>11,100</b>  | <b>NO BID</b>                    | <b>NO BID</b>  |
| Wyoming                      | Pineville                 | 3,000          |                                  |                |
| Wyoming                      | Still Run                 | 900            |                                  |                |
| Wyoming                      | Hanover                   | 100            |                                  |                |
| Wyoming                      | <b>County Total</b>       | <b>4,000</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Estimated Total per District |                           | <b>24,750</b>  |                                  | <b>NO BID</b>  |

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Vendor's Unit price shall be per Ton by County. Vendor may bid any or all Counties. Do not type in Grey areas below.

Calculate Extended Price by multiplying "County Total Estimated Tons" by the "Unit Price per Ton".

| <b>WV PARKWAYS AUTHORITY</b> |                           |                | <i>Enter Bidder/Vendor name:</i> |                |
|------------------------------|---------------------------|----------------|----------------------------------|----------------|
| County                       | Delivery/Storage Location | Estimated Tons | Unit Price Per Ton               | Extended Price |
| Kanawha                      | Chelyan                   | 4,000          |                                  |                |
| Kanawha                      | Standard                  | 2,900          |                                  |                |
| <b>Kanawha</b>               | <b>County Total</b>       | <b>6,900</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Mercer                       | Princeton                 | 1,500          |                                  |                |
| <b>Mercer</b>                | <b>County Total</b>       | <b>1,500</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Raleigh                      | Beckley                   | 6,700          |                                  |                |
| Raleigh                      | Ghent                     | 3,100          |                                  |                |
| <b>Raleigh</b>               | <b>County Total</b>       | <b>9,800</b>   | <b>NO BID</b>                    | <b>NO BID</b>  |
| Estimated Total, Parkways    |                           | <b>18,200</b>  |                                  | <b>NO BID</b>  |

## Attachment B (ATT B) ROADWAY SALT PICK-UP

Pricing Page and Vendor's Storage Location of Salt for Pick-Up FOB by Agency

Enter Vendor's Name:

| Vendor shall list below the physical address Location of its<br>Roadway Salt Storage site(s) to be used for Pick-Up by the Agency | Pick-Up *Cost Per Ton<br>*shall include cost of Vendor loading Agency trucks. |
|---|---|
| HANNIBAL  | \$87.00   |
| 43840 OH-7  |   |
| Hannibal, OH 43931  |   |
| ELKINS  | \$85.00   |
| 18357 Harrison Rt. 33 West/ 92  |   |
| Elkins, WV 26241  |   |
| WEST ELIZABETH  | \$85.00   |
| 1000 Madison  |   |
| West Elizabeth, PA 15088  |   |
| BALTIMORE   | \$91.00   |
| 2149 South Clinton St   |   |
| Baltimore, MD 21224   |   |
| WURLAND   | \$95.00   |
| 1004 Port Rd.   |   |
| Wurtland, KY 41144  |   |