



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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[General Information](#) [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1690777

Procurement Type: Central Master Agreement

Vendor ID: 000000167452

Legal Name: MORTON SALT INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/17/2025

Response Time: 10:00

Responded By User ID: mortonsallinc123

First Name: Mariola

Last Name: Cruz

Email: bids@mortonsalt.com

Phone: 312-807-3470

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2500000073

Published Date: 6/10/25

Close Date: 6/17/25

Close Time: 13:30

Status: Closed

Solicitation Description: Roadway Salt - Sodium Chloride 6625C016

Total of Header Attachments: 5

Total of All Attachments: 5



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: 1690777
Solicitation Description: Roadway Salt - Sodium Chloride 6625C016
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-06-17 13:30	SR 0803 ESR06172500000007628	1

VENDOR
000000167452
MORTON SALT INC

Solicitation Number: CRFQ 0803 DOT2500000073
Total Bid: 0
Response Date: 2025-06-17
Response Time: 10:00:07
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	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: See Exhibit A attachment for pricing

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.
 VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161506			

Commodity Line Comments: See Exhibit A attachment for pricing

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.
 VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED:



Winnie Kuo
Assistant Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

TO: Anthony Patton
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:



Mitchell Dascher
President, Highway & Chemical
Morton Salt, Inc.

State of West Virginia



Certificate

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

MORTON SALT, INC.

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 August 04, 2010.

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:6WV32_TH8E6



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
February 10, 2025*

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

4/30/2026

DATE (MM/DD/YYYY)

4/28/2025

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 Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED 1492667 Morton Salt, Inc. 444 West Lake Street, Suite 2900 Chicago IL 60606	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER B :</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	HDI Global Insurance Company	41343	INSURER B :	Starr Indemnity & Liability Company	38318	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:** 17822612**REVISION NUMBER:** XXXXXXXX

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLCD5717704S	4/30/2025	4/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	1000679547251	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	1000005331 (AOS) 1000005332 (Retro) 1000014082241 (OH Excess)	4/30/2025 4/30/2025 4/30/2025	4/30/2026 4/30/2026 4/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Roadway Salt-Sodium Chloride. State of West Virginia is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION****17822612**State of West Virginia
1900 Kanawha Blvd. E., Bldg. 5
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

- **Safe-T-Salt**

Synonyms

- Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

CAS Number

- 7647-14-5

SDS Number/Grade

- 91006

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s)

- Ice Control

1.3 Details of the supplier of the safety data sheet

Manufacturer

- Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

www.mortonsalt.com

Telephone (General) ● 312-807-2000

1.4 Emergency telephone number

Manufacturer

- 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]

According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP

- Not classified

DSD/DPD

- Not classified

2.2 Label Elements

CLP

Hazard statements ● No label element(s) specifically required

DSD/DPD

Risk phrases ● No label element(s) specifically required

2.3 Other Hazards

CLP

- According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012

- Not classified

2.2 Label elements

OSHA HCS 2012

Hazard statements ● No label element(s) specifically required

2.3 Other hazards

OSHA HCS2012

- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS

- Not classified

2.2 Label elements

WHMIS

- No label element(s) specifically required

2.3 Other hazards

WHMIS

- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients**3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Salt w/Blue
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Section 4 - First Aid Measures

4.1 Description of first aid measures

- | | |
|-------------------|---|
| Inhalation | <ul style="list-style-type: none"> Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing. |
| Skin | <ul style="list-style-type: none"> IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. |
| Eye | <ul style="list-style-type: none"> In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention. |
| Ingestion | <ul style="list-style-type: none"> If large quantities are swallowed, call a physician immediately. |

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- | | |
|---------------------------|--|
| Notes to Physician | <ul style="list-style-type: none"> All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. |
|---------------------------|--|

Section 5 - Firefighting Measures

5.1 Extinguishing media

- | | |
|---------------------------------------|---|
| Suitable Extinguishing Media | <ul style="list-style-type: none"> Material is non-combustible. In case of fire use media as appropriate for surrounding fire. |
| Unsuitable Extinguishing Media | <ul style="list-style-type: none"> No data available. |

5.2 Special hazards arising from the substance or mixture

- | | |
|---|---|
| Unusual Fire and Explosion Hazards | <ul style="list-style-type: none"> No unusual fire or explosion hazards known. |
| Hazardous Combustion Products | <ul style="list-style-type: none"> No data available |

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- | | |
|-----------------------------|--|
| Personal Precautions | <ul style="list-style-type: none"> Wear suitable protective clothing, gloves, and eye/face protection. |
| Emergency Procedures | <ul style="list-style-type: none"> Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures. |

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m ³ TWA LMPE-PPT (as CN) <i>as Cyanide compounds</i>	5 mg/m ³ TWA (as CN) <i>as Cyanide compounds</i>
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m ³ Ceiling (as CN) <i>as Cyanide compounds</i>	2 mg/m ³ Peak (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established
	MAKs	Not established	2 mg/m ³ TWA MAK (inhalable fraction, as CN) <i>as Cyanide compounds</i>	Not established	Not established

Exposure Control Notations

Germany DFG

•Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

Engineering

Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		
Volatility			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Notflammable.		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion

Acute (Immediate)

- Ingestion may cause the following symptoms -diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste

- Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

- Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes

Australia

Labor

Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - High Volume Industrial Chemicals List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	

Australia - List of Designated Hazardous Substances - Classification

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Self classification required
• Sodium chloride	7647-14-5	Not Listed

Environment

Australia - National Pollutant Inventory (NPI) Substance List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Ozone Protection Act - Scheduled Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Priority Existing Chemical Program

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Canada

Labor

Canada - WHMIS - Classifications of Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment

Canada - CEPA - Priority Substances List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico

Other

Mexico - Hazard Classifications

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico - Regulated Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN)2. Chemical Category N106)	
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds	1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

United States -California

Environment

U.S. - California - Proposition 65 - Carcinogens List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

• Prussian Blue	14038-43-8	Not Listed
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• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		
• Sodium chloride	7647-14-5	Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date

- 11/November/2023

Preparation Date

- 4/Jan/2010

Disclaimer/Statement of Liability

- The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 1 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z Bulk Safe-T-Salt

DISTRICT 1			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Boone</i>	Clinton @ WV85	1,300	
	Rock Creek	3,250	
	Seth	970	
<i>Boone County Total Estimated</i>		<i>5,520</i>	<i>\$94.79</i>
<i>Clay</i>	Widen Road & CR 11	2,500	
	Maysel	230	
<i>Clay County Total Estimated</i>		<i>2,730</i>	<i>\$100.95</i>
<i>Kanawha</i>	Chelyan	1,950	
	Elkview	2,850	
	North Charleston	2,850	
	St. Albans	3,250	
	I-64 @ Rt. 119 and Penn. Avenue	1,570	
	I-77 @ Sissonville	1,450	
	I-79 @ Amma	1,450	
	Corridor G @ Alum Creek	1,950	
<i>Kanawha County Total Estimated</i>		<i>17,320</i>	<i>No Bid</i>
<i>Mason</i>	Glenwood	650	
	Pt. Pleasant @ Fairground Rd.	6,550	
	Pt. Pleasant @ Jackson Ave.	70	
<i>Mason County Total Estimated</i>		<i>7,270</i>	<i>No Bid</i>
<i>Putnam</i>	Red House	650	
	Hurricane @ Rt. 34	3,250	
	I-64 @ Scary Creek	1,300	
<i>Putnam County Total Estimated</i>		<i>5,200</i>	<i>\$86.87</i>
DISTRICT 1 TOTAL		38,040	

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 2 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z Bulk Safe-T-Salt

DISTRICT 2			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Cabell</i>	Barboursville / Cabell Co. HQ	3,500	
	Huntington I-64 Section 1	1,800	
	Huntington 31st Bridge	500	
	Huntington 17th St. Bridge	0	
<i>Cabell County Total Estimated</i>		5,800	\$82.71
<i>Lincoln</i>	West Hamlin	2,500	
	Yawkey	1,000	
	Harts	1,200	
<i>Lincoln County Total Estimated</i>		4,700	\$86.78
<i>Logan</i>	Corridor G @ Chapmanville	2,500	
	Wilkinson Substation	1,500	
	Man Substation	800	
	Hickory Lane	4,000	
<i>Logan County Total Estimated</i>		8,800	\$93.23
<i>Mingo</i>	Corridor G @ Miller's Creek, Bldg #03011	1,000	
	Mingo Cty @ Miller's Creek, Bldg #03025	2,000	
	Gilbert Substation	750	
	Mingo 119 South	1,000	
<i>Mingo County Total Estimated</i>		4,750	\$92.42
<i>Wayne</i>	Pritchard Substation	6,000	
	Wayne County Headquarters	2,000	
	Crum Substation	900	
	Heartland Intermodal Gateway	0	
<i>Wayne County Total Estimated</i>		8,900	\$83.16
DISTRICT 2 TOTAL		32,950	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 3 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z Bulk Safe-T-Salt

DISTRICT 3			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Calhoun</i>	Millstone	3,400	
<i>Calhoun County Total Estimated</i>		<i>3,400</i>	No Bid
<i>Jackson</i>	Ripley / Jackson Co. HQ	1,900	
	I-77 @ Medina	1,400	
<i>Jackson County Total Estimated</i>		<i>3,300</i>	No Bid
<i>Pleasants</i>	Belmont	1,800	
<i>Pleasants County Total Estimated</i>		<i>1,800</i>	No Bid
<i>Ritchie</i>	APD Pennsboro	4,100	
	Ellenboro / Harrisville Substation	100	
	Corridor D @ Nutter Farm	275	
	Smithville Substation	350	
<i>Ritchie County Total Estimated</i>		<i>4,825</i>	No Bid
<i>Roane</i>	Lefthand @ WV 36	450	
	Ambler Ridge Substation @ US 119	400	
	Roane County HQ	1,500	
<i>Roane County Total Estimated</i>		<i>2,350</i>	No Bid
<i>Wirt</i>	Elizabeth Substation	1,100	
<i>Wirt County Total Estimated</i>		<i>1,100</i>	No Bid
<i>Wood</i>	Parkersburg @ Rt. 95S	3,900	
	I-77 @ Parkersburg	1,700	
	Corridor D @ Riverhill	550	
<i>Wood County Total Estimated</i>		<i>6,150</i>	No Bid
DISTRICT 3 TOTAL		22,925	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 4 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 4			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Doddridge</i>	West Union	1,200	
<i>Doddridge County Total Estimated</i>		<i>1,200</i>	No Bid
<i>Harrison</i>	Harrison Co. HQ	5,000	
	Saltwell	600	
	Lost Creek Substation	1,000	
	Tunnel Hill Substation	1,000	
<i>Harrison County Total Estimated</i>		<i>7,600</i>	No Bid
<i>Marion</i>	Marion Co. HQ	1,500	
	Mannington Substation	1,000	
<i>Marion County Total Estimated</i>		<i>2,500</i>	\$86.79
<i>Monongalia</i>	Goshen Rd. Substation	1,500	
	Monongalia Co. HQ	5,000	
	Pentress Substation	500	
<i>Monongalia County Total Estimated</i>		<i>7,000</i>	No Bid
<i>Preston</i>	Bruceton Mills Substation	7,000	
	Preston Co. HQ	1,000	
	Terra Alta Substation	1,000	
	Fellowsville Substation	800	
	Aurora Substation	1,000	
	Cooper's Rock Substation	1,500	
<i>Preston County Total Estimated</i>		<i>12,300</i>	No Bid
<i>Taylor</i>	Taylor Co. HQ	1,500	
<i>Taylor County Total Estimated</i>		<i>1,500</i>	\$82.10
DISTRICT 4 TOTAL		32,100	

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 5 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140010000Z Bulk Safe-T-Salt

DISTRICT 5			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Berkeley	Martinsburg Headquarters - 0571 Storage Bldg	1,000	
	Berkeley County Headquarters	1,000	
	Tabler Station - 0502 Storage Bldg	500	
Berkeley County Total Estimated		2,500	No Bid
Grant	Grant Co. HQ	1,000	
	Mt. Storm Substation	800	
	Corridor H @ Knobley Road	1,200	
Grant County Total Estimated		3,000	No Bid
Hampshire	Hampshire Co. HQ	800	
	Capon Bridge Substation	500	
	Slanesville	400	
Hampshire County Total Estimated		1,700	No Bid
Hardy	Hardy Co. HQ	800	
	Baker Substation	800	
Hardy County Total Estimated		1,600	\$108.77
Jefferson	Jefferson County Headquarters - 0519 Storage Bldg	1,200	
	9/340 Expressway Headquarters - 0564 Storage Bldg	1,200	
Jefferson County Estimated Total Estimated		2,400	\$82.79
Mineral	Mineral Co. HQ	700	
	Skyline Substation	500	
	Short Gap Substation	400	
	District 5 HQ	100	
Mineral County Total Estimated		1,700	\$105.66
Morgan	Morgan Co. HQ	700	
	Largent Substation	400	
Morgan County Total Estimated		1,100	\$94.90
DISTRICT 5 TOTAL		14,000	

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 6 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 6			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Brooke	Brooke County HQ	4,500	
	US 22 Substation	1,500	
Brooke County Total Estimated		6,000	\$78.06
Hancock	Hancock County HQ	1,000	
Hancock County Total Estimated		1,000	\$73.19
Marshall	Marshall Co. HQ	700	
	Lynn Camp Substation	200	
	Cameron Substation	500	
	Sand Hill Substation	150	
Marshall County Total Estimated		1,550	\$88.25
Ohio	Ohio Co. HQ	1,500	
	I-70 Interstate HQ	800	
Ohio County Total Estimated		2,300	\$79.16
Tyler	Tyler Co. HQ	2,500	
	Centerville Substation	400	
Tyler County Total Estimated		2,900	\$76.24
Wetzel	Wetzel Co. HQ	800	
	Pine Grove Substation	300	
	Hundred Substation	500	
Wetzel County Total Estimated		1,600	No Bid
DISTRICT 6 TOTAL		15,350	

ROADWAY SALT - SODIUM CHLORIDE 6625C016
Attachment A Pricing Pages
District 7 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 7			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>Barbour</i>	Barbour Co HQ-Shaw Field	500	
	Belington Substation (000113)	500	
Barbour County Total Estimated		1,000	No Bid
<i>Braxton</i>	Braxton County HQ (000444)	700	
	Heaters Substation (000431)	500	
	Coon Knob Substation (000405)	1100	
	Burnsville Substation (000432)	1300	
Braxton County Total Estimated		3,600	No Bid
<i>Gilmer</i>	Gilmer County HQ (001110)	600	
Gilmer County Total Estimated		600	No Bid
<i>Lewis</i>	Lewis County HQ (002108)	1100	
	APD (Weston Mudlick) (002187)	800	
Lewis County Total Estimated		1,900	No Bid
<i>Upshur</i>	Clow Lot/Upshur County HQ (004912)	2300	
	Kanawha Head	600	
Upshur County Total Estimated		2,900	\$89.64
<i>Webster</i>	Cherry Falls	400	
	RT 20/Cowen Substation (005110)	0	
	Webster County HQ @ Bolair	500	
	Hacker Valley Substation (005120)	100	
Webster County Total Estimated		1,000	No Bid
DISTRICT 7 TOTAL		11,000	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 8 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 8			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Pendleton	Franklin, 220 North	400	
	Judy Gap Substation	350	
	Brandywine Stockpile	200	
	Sugar Grove Substation	150	
	Onego Stockpile	300	
	Franklin Rt. 220 South Lot	200	
Pendleton County Total Estimated		1,600	No Bid
Pocahontas	Pocahontas County HQ	850	
	Seebert Stockpile	650	
	Green Bank Substation	450	
	Bartow Lot	400	
	Snowshoe Stockpile	100	
	Slaty Fork Stockpile	400	
Pocahontas County Total Estimated		2,850	No Bid
Randolph	Randolph Co. HQ	600	
	Harman Substation	450	
	Coalton Substation	750	
	Alpena Saltshed	400	
	Valley Head Substation	550	
	Mill Creek Substation	550	
	Pickens Substation	250	
	Corridor H	1000	
Randolph County Total Estimated		4,550	No Bid
Tucker	Tucker Co. HQ	600	
	Thomas Substation	600	
	Corridor H - Thomas	1000	
Tucker County Total Estimated		2,200	\$94.16
DISTRICT 8 TOTAL		11,200	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 9 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 9			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
Fayette	Oak Hill APD	2,900	
	Lookout Substation	2,700	
	Falls View Substation	600	
Fayette County Estimated Total Estimated		6,200	No Bid
Greenbrier	Greenbrier Co. HQ	1,800	
	Crawley Substation	3,500	
	Hart's Run Substation	700	
Greenbrier County Estimated Total Estimated		6,000	No Bid
Monroe	Monroe Co. HQ	1,000	
	Peterstown Substation	500	
Monroe County Estimated Total Estimated		1,500	\$108.09
Nicholas	Nicholas Co. HQ	2,400	
	Curtin Substation	900	
	Fenwick	900	
	Corridor L/Muddlety Substation	3,500	
Nicholas County Estimated Total Estimated		7,700	No Bid
Summers	Summers Co. HQ	1,600	
Summers County Estimated Total		1,600	\$111.76
DISTRICT 9 TOTAL		23,000	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

District 10 - Delivery

INSTRUCTIONS: Vendor may provide a price per ton for the delivery of Roadway Salt to any or all counties listed below and shall not add, delete, or modify a column or row header, description, unit of measure, or estimated quantity.

Vendor should list its description for the delivery of Sodium Chloride, as it will be shown on WVDOH billing/invoices. Providing this information will expedite WVDOH invoice payment processes.

EXH A - "WVDOH Delivery Site & Contact Listings" contains detailed location and contact information for delivery sites listed below.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Delivery):

F140020000Z or F140010000Z Bulk Safe-T-Salt

DISTRICT 10			
County	Delivery Site Designation	Estimated Quantity	Vendor Bid Price (cost per ton)
<i>McDowell</i>	McDowell County HQ	1,800	
	Yukon Substation	300	
	Johnny Cake Substation	450	
	Raysal	450	
<i>McDowell County Total Estimated</i>		<i>3,000</i>	No bid
<i>Mercer</i>	Mercer County HQ	2,350	
	Flat Top Substation	300	
	I-77 near Princeton	2,350	
<i>Mercer County Total Estimated</i>		<i>5,000</i>	No bid
<i>Raleigh</i>	Raleigh County HQ	6,500	
	Bolt Substation	300	
	Bragg Substation	4,500	
	Coalfields Expressway	2,500	
<i>Raleigh County Total Estimated</i>		<i>13,800</i>	No bid
<i>Wyoming</i>	Wyoming County HQ	2,700	
	Still Run Substation	900	
	Hanover Outpost	400	
<i>Wyoming County Total Estimated</i>		<i>4,000</i>	\$116.75
DISTRICT 10 TOTAL		25,800	

ROADWAY SALT - SODIUM CHLORIDE 6625C016

Attachment A Pricing Pages

WVDOH Pick-Up

INSTRUCTIONS: Vendor may provide pricing per ton for WVDOH pick-up and include its supplier/storage site designation and address. Vendor should include the loading of Material into Agency vehicles in its bid pricing.

*Vendor may duplicate this page to add more sites if needed.

Vendor Name:

Morton Salt, Inc.

Sodium Chloride Invoice/Billing Description (Pick-Up):

F140020000Z or F140010000Z Bulk Safe-T-Salt

Vendor Supplier/Storage Site Name and Address	Vendor Bid Price (cost per ton)
Baltimore Stockpile	\$110.00
1671 S. Highland Avenue	
Baltimore, MD 21224	
Clifton Forge Stockpile	No bid
501 W. Ridgeway Street	
Clifton Forge, VA 24422	
West Elizabeth Stockpile	No bid
1000 Madison Avenue	
West Elizabeth, PA 15088	
Portsmouth Stockpile	\$110.00
5150 Gallia Street	
Portsmouth, OH 45662	
Parkersburg Stockpile	No bid
400 Buckeye Street	
Parkersburg, WV 26101	

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites.
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” or “Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 **“Approved Source,” “Approved Product,” or “Approved Vendor”** - terms referring to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. *Reference:*
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.3 **“ASTM International” and “ASTM”** – the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. *Reference:* www.astm.org
 - 2.4 **“ATT A,” “Attachment A,” or “Pricing Pages,”** - the schedule of Contract Items attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
 - 2.5 **“Contract Item”** – the list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.6 **“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.
 - 2.7 **“Emergency Requests”**- orders that require fulfillment without delay and owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or their designee.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt

- 2.8 “F.O.B.” or “Free on Board”** – indicates that the price for Contract Items includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.9 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies.
- 2.10 “MCS&T”** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.11 “MP”** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways.
Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.12 “Solicitation”** – the official notice of an opportunity to supply the State with goods or services.
- 2.13 “Sodium Chloride,” “Roadway Salt,” or “Material”** – solid masses of salt crystals (NaCl) for use in the de-icing of roadways.
- 2.14 “Standard Specs”** – refers to the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 “WVDOH” or “Agency”**– means the West Virginia Division of Highways.

REQUEST FOR QUOTATION
Sodium Chloride – Roadway Salt

3. GENERAL REQUIREMENTS:

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

Material, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Section 715.2, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH with the Contract Item specified herein on an open-end and continuing basis, F.O.B. destination or by Agency pick-up from Vendor storage site. Contract Items must meet or exceed the mandatory requirements shown below.

3.2.1 Sodium Chloride: Material proposed for use under this Contract will require MCS&T approval, in accordance with MP 106.00.03 *Guidelines for Establishing and Maintaining Approved Product Lists of Materials, Systems and Sources*, as amended. Vendor must submit an HL-468 *Preliminary Information for Technology/Product Application* form, a Sodium Chloride Safety Data Sheet (SDS) from all supply sources, and anti-caking agent SDS (if applicable) to MCS&T. Vendors meeting MCS&T requirements will be listed as an approved Vendor on APL 715.002.000 *WVDOH APL - Sodium Chloride (Roadway Salt)*, as amended.

3.2.1.1 Vendors currently listed on APL 715.002.000 will not be required to resubmit documents for approval unless otherwise requested by MCS&T.

3.2.1.2 Vendor is not required to provide MCS&T submission or approval documents with its solicitation response, but must be identified as an approved Vendor on APL 715.002.000 to be considered for contract award.

- Reference: MP 106.00.03:
<https://transportation.wv.gov/highways/mcst/Pages/MP-100s.aspx>
- Reference: HL-468 Form:
<https://transportation.wv.gov/highways/mcst/Pages/tbox.aspx>
- Reference: APL 715.002.000 - Sodium Chloride (Roadway Salt)
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

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- 3.2.2 Sampling and Testing:** MCS&T may conduct sampling and testing of Materials at any time throughout the term of this contract to verify the quality and/or gradation of Vendor provided Sodium Chloride. Sampling and testing inquiries should be directed to:

WVDOH Materials Control, Soils and Testing Division
190 Dry Branch Drive
Charleston, WV 25306
Phone: 304-558-3160
Attn: Environmental and Coatings Section

- 3.2.3 Moisture Content:** Delivered material shall be covered in transit and 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, a WVDOH District Manager, or their designee, Sodium Chloride that does not appear to meet ASTM D632 standards will be sampled and tested by the WVDOH. In accordance with ASTM D632, no less than three (3) samples will be randomly taken from delivered Material by Agency personnel, which shall be witnessed and signed off on by the delivery driver. The supplier will be notified of sampling within 48 hours and test results within seven (7) business days of test completion. Upon testing, the supplier shall be responsible for moisture content results in excess of 2.0% per delivery and shall deduct the excess weight from the price.

For example: If a delivery of 75 tons costs \$45.00/ton and the moisture content is found to be 3.5%, the adjusted weight will be calculated as follows:

- $3.5\% - 2.0\% = 1.5\%$ (*percentage in excess of 2.0%*)
- $75 \text{ tons} \times \$45.00 = \$3,375.00$ (*original delivery cost*)
- $\$3,375.00 \times 1.5\% = \50.63 (*1.5% of the original delivery cost*)
- $\$3,375.00 - \$50.63 = \$3,324.37$ (*total adjusted cost*)

- 3.2.4 Unacceptable Material:** Upon visual observation and, at the discretion of the WVDOH District Engineer or designee, if Sodium Chloride provided by Vendor is deemed unsatisfactory or not in compliance with ASTM D632, the Agency reserves the right to accept and exercise the price adjustment formula outlined in Section 3.2.3 for any unacceptable material or reject the delivery in its entirety.

- 3.2.4.1** Sodium Chloride containing large clumps and/or foreign material, dark colored contaminants, charcoal, cinders, or other debris shall be considered unacceptable.

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3.2.4.2 The decision of the WVDOH District Engineer or designee regarding unacceptable materials shall be final per Standard Specs Section 105.1, as amended.

3.2.4.2.1 Rejected material shall be removed immediately by the Vendor at no cost to the Agency and arrangements shall be made with the ordering Agency to remove the rejected order amount within five (5) calendar days of its notice of unacceptable material. Vendor shall not charge a restocking fee.

4. CONTRACT AWARD: This Contract is intended to provide Agencies with a purchase price per ton for Roadway Salt. A Contract shall be awarded to all qualified Vendors providing a bid for delivery per County and whose material meets the requirements set forth in these specifications. A WVDOH District/County map is provided as Exhibit 2 (EXH 2).

4.1 Pricing Pages: Vendor shall complete ATT A by providing a bid price per ton for Sodium Chloride and factor into its bid price any equipment, material, delivery, and labor, costs involved. Vendor shall NOT add, delete, or modify spreadsheet column and row headers, descriptions, units of measure, or estimated quantities on ATT A. Making any such changes to the format or failure to complete ATT A in its entirety may result in the disqualification of Vendor's bid.

4.1.1 Vendor shall provide a price per ton for the delivery of Sodium Chloride, F.O.B., to any or all District/County designated delivery sites listed on ATT A. Exhibit 1 (EXH 1) contains WVDOH District/County delivery site information.

4.1.2 Vendor may provide pricing per ton for WVDOH pick-up and include its supplier/storage site address on the ATT A "Pick-Up Pricing" tab. Vendor should include the loading of Material into Agency vehicles in its bid pricing.

4.1.3 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.1.4 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on ATT A shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract

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Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing pages other than those provided with this solicitation, as described in Section 4, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS Commodity Line Descriptions will not be considered for bid evaluation or award.


- 4.2 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.
- 4.3 Cooperative Contracting:** Purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval from the Purchasing Director.

5. ORDERING, GUARANTEES, INVOICING, AND REPORTING:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment address(es) with WVDOH and in wvOASIS.
- 5.1.1** Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders or provide other contract related functions through an online system, it should include in its bid response information and instructions detailing how Agencies may utilize its online system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

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- 5.1.2 Vendor should return orders that do not include an ADO number to the ordering agency for correction prior to acceptance. Example:

	State of West Virginia	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.
	Agency Delivery Order	
Order Date: 10-30-2024		
Order Number:	ADO 0803 0842 DOT2500020057	Procurement Folder: 1544938

- 5.2 **Agency Delivery Orders (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of Material and detailing the delivery site or pick-up location as well as the agreed upon date(s) of delivery and/or pick-up of material. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating an ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax, and shall be in addition to use of Vendor’s online ordering system, if available. **Verbal communication with the Vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

- 5.2.1 **Emergency Requests:** Emergency requests received from an Agency shall be prominently noted on the ADO and shall be fulfilled by Vendor within two (2) calendar days of Vendor’s receipt of the accepted Emergency ADO.

5.2.1.1 The determination of an emergency request will be in accordance with Section 2.7 of this Solicitation and will be prominently noted on the ADO.

5.2.1.2 Emergency orders shall be paid at a rate of 105% of Vendor’s awarded bid price.

- 5.2.2 **Successive Deliveries:** The WVDOT may submit an ADO to Vendor for multiple, successive deliveries of Sodium Chloride over a series of dates, as designated on the ADO. The Agency shall prominently note “Extended Delivery Order” on associated ADOs and monitor order fulfillment.

5.2.2.1 Vendor shall communicate with the ordering Agency and confirm in writing any issues or potential disruptions in extended delivery order shipments.

5.2.2.2 The ordering Agency shall guarantee acceptance of the total extended delivery order amount, in accordance with the delivery dates designated on the accepted ADO.

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5.2.2.3 Vendor shall guarantee fulfillment of the total extended delivery order amount to its completion and within delivery dates designated on the ADO.

5.3 Deliveries: Vendor shall deliver standard orders within 10 calendar days and emergency orders within two (2) calendar days after receipt and acceptance of an order, unless otherwise directed by the ordering Agency. If the entire order cannot be delivered as indicated on the ADO, an initial delivery must be made by the date indicated on the ADO and documented arrangements for successive deliveries of remaining amounts must be made with the ordering Agency.

5.3.1 Vendor shall ship all orders in accordance with these Specifications and shall not hold orders until a minimum quantity is met.

5.3.2 Vendor shall provide a delivery/weight scale ticket with each shipment of Material transported to an Agency delivery site. The delivery/weight scale ticket must be signed by the delivery driver and a copy must be provided for the ordering Agency at the time of delivery.

5.3.3 Weigh scale tickets for Agency pick-up orders from Vendor's source/supplier site must be signed by the attending supplier site personnel and a copy must be provided to the WVDOH driver after Material has been loaded into an Agency vehicle.

5.4 Purchase and Supply Guarantees: Purchase and Supply Guarantees shall be awarded to each low-bid Vendor per County and will be applied to the total tonnage awarded statewide.

5.4.1 Purchase Guarantee: The WVDOH shall guarantee the purchase of 60% of the total estimated tonnage awarded statewide per Vendor. For example, if a Vendor's statewide estimated total amounts to 43,000 tons for all low-bid counties, the WVDOH guarantees a minimum purchase of 25,800 tons to be ordered throughout the term of the contract.

5.4.2 Supply Guarantee: Vendor shall guarantee availability of 120% of the total estimated tonnage awarded statewide for WVDOH delivery and/or pick up. For example, if a Vendor's statewide estimated quantity amounts to 43,000 tons for all low-bid counties, Vendor guarantees the availability of 51,600 tons for WVDOH purchase throughout the term of the contract.

5.4.3 Orders Beyond 120%: The WVDOH reserves the right to place orders in excess of a low-bid Vendor's Supply Guarantee and shall pay a rate of 110% of the Vendor's bid price per low-bid county.

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5.4.4 Failed Order Adjustments: Should a low-bid awarded Vendor reject, refuse, or fail to fulfill an accepted ADO, causing an Agency to cancel an ADO and purchase from another Vendor, the WVDOH will adjust the ordered or unfulfilled amount from the Purchase and Supply Guarantee fulfillment totals.

5.4.4.1 The ordering Agency shall notify the WVDOH Procurement Division of any rejected, refused, or unfulfilled orders.

5.4.4.2 In the event of five (5) documented failed orders statewide, the WVDOH obligation under Section 5.4.1 of these Specifications will be void.

5.5 Invoicing: Invoices submitted to WVDOH Agencies for payment must contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site designation, as listed on ATT A.
- The Contract Item description (as entered by Vendor on ATT A), unit price, quantity, and extended total.
- The agreed upon Contract Item pick-up or delivery date(s).

Failure to provide the above information may result in payment delays or rejection of Vendor's invoice.

5.6 Vendor Reports: To monitor Purchase and Supply Guarantee obligations, the WVDOH Procurement Division will regularly request delivery and pick-up order data for specific reporting periods. Reports must be submitted in Microsoft Excel spreadsheet format and provide information as shown on the Exhibit 3 (EXH 3) Vendor Report Template. Emergency orders must be prominently indicated.

5.6.1 It is the responsibility of the Vendor to provide reports within the deadlines set for each report request. Failure to comply may result in cancellation of the WVDOH obligation under Section 5.4.1 and/or cancellation of Vendor's contract.

6. ORDER ACCEPTANCE, PAYMENT, AND FAILED DELIVERY:

6.1 Order Acceptance and Written Verification of Receipt: Upon receipt of an ADO or any modifications or revisions thereto sent by the WVDOH, Vendor shall advise the ordering Agency in writing of their acceptance or rejection of an ADO. Failure to provide the WVDOH with written acknowledgement of an ADO/revisions within

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three (3) business days of an ADO being sent shall be considered a refusal of the ADO. In the event of refusal, the WVDOH, at its own discretion, shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

- 6.2 Payment:** Upon completion of an order, as indicated on the ADO, 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 shall 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) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- 6.3 Failed Delivery and Risk of Loss:** The Agency placing an order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor within 36 hours of acceptance of the Agency's Delivery Order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/revisions resulting in delivery delay, or failure to start or complete an ADO per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3.1 Liquidated Damages:** If the Vendor's delivery completion or correction of deficient deliveries exceed the ADO completion due date or agreed upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless liquidated damages are assessed. The WVDOH may calculate liquidated damages in the amount of \$75.00 per day, per ADO, beginning 15 days after the WVDOH's latest specified ADO deliver by date.

6.3.1.1 Liquidated damages shall be applied by Vendor as an itemized invoice credit for the corresponding ADO.

- 6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services 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

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or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

7. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.
- 7.1.5** The following remedies shall be available to Agency upon default.
- 7.1.6** Immediate cancellation of the Contract.
- 7.1.7** Immediate cancellation of one or more release orders issued under this Contract.
- 7.1.8** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

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Sodium Chloride – Roadway Salt

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing 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. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	<u>Anthony T. Patton</u>
Telephone Number:	<u>312-807-2496</u>
Fax Number:	<u>312-896-9208</u>
Email Address:	<u>bids@mortonsalt.com</u>

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



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

Proc Folder: 1690777

Doc Description: Roadway Salt - Sodium Chloride 6625C016

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-29	2025-07-01 13:30	CRFQ 0803 DOT2500000073	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Morton Salt, Inc.

Address : 444

Street : West Lake Street, Suite 2900

City : Chicago

State : IL

Country : U.S.A.

Zip : 60606

Principal Contact : Anthony T. Patton

Vendor Contact Phone: 312-807-2496

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 27-3146174

DATE

6-16-25

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

ADDITIONAL INFORMATION
<p>REQUEST FOR QUOTATION:</p> <p>The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.</p>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:
 Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:
 Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-06-13

	Document Phase	Document Description	Page 4
DOT2500000073	Final	Roadway Salt - Sodium Chloride 6625C016	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: 1690777			Reason for Modification: ADDENDUM NO_1 Tech Questions due by 06/06/2025 by 10:00am BID OPENING MOVES TO 06/17/2025 at 1:30 PM
Doc Description: Roadway Salt - Sodium Chloride 6625C016			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-30	2025-06-17 13:30	CRFQ 0803 DOT2500000073	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Morton Salt, Inc.

Address : 444

Street : West Lake Street, Suite 2900

City : Chicago

State : IL

Country : U.S.A.

Zip : 60606

Principal Contact : Anthony T. Patton

Vendor Contact Phone: 312-807-2496

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 27-3146174

DATE

6-16-25

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:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code**Manufacturer****Specification****Model #**

46161506

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-06-06

SOLICITATION NUMBER: CRFQ DOT2500000073

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000073 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ **Modify bid opening date and time**
- ☐ **Modify specifications of product or service being sought**
- ☐ **Attachment of vendor questions and responses**
- ☐ **Attachment of pre-bid sign-in sheet**
- ☐ **Correction of error**
- ☐ **Other**

Additional Documentation:

Tech Questions now due 06/06/2025 by 10:00am

Bid Opening Moves to 06/17/2025 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000073

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.

Morton Salt, Inc.

Company

Anthony T. Patton

Authorized Signature

Director Bulk Deicing
US Gov. Sales

Date



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

Proc Folder: 1690777			Reason for Modification: ADDENDUM NO_2 Vendor Questions and responses
Doc Description: Roadway Salt - Sodium Chloride 6625C016			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-06	2025-06-17 13:30	CRFQ 0803 DOT2500000073	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Morton Salt, Inc.

Address : 444

Street : West Lake Street, Suite 2900

City : Chicago

State : IL

Country : U.S.A.

Zip : 60606

Principal Contact : Anthony T. Patton, Director Bulk Deicing US Government Sales

Vendor Contact Phone: 312-807-2496

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 27-3146174

DATE

6-16-25

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code**Manufacturer****Specification****Model #**

46161506

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-06-06

SOLICITATION NUMBER: CRFQ DOT2500000073

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000073 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Tech Questions due 06/06/2025 by 10:00am

Bid Opening : 06/17/2025 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

CRFQ DOT2500000073 Roadway Salt – Sodium Chloride 6625C016

Responses to Questions from Vendors

Question 1

On the pricing page, what information should we put in the Sodium chloride invoice/billing description section? Is it the description of our product as listed on an invoice? Or the billing description?

Response 1

Please enter your material/item description as it will appear on invoices submitted to the WVDOH for payment.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2500000073

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 type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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.

Morton Salt, Inc.

Company

Anthony T. Patton

Authorized Signature Director Bulk Deicing
US Gov. Sales

Date

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



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

Proc Folder: 1690777			Reason for Modification: ADDENDUM NO_3 Vendor Questions and Responses
Doc Description: Roadway Salt - Sodium Chloride 6625C016			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-10	2025-06-17 13:30	CRFQ 0803 DOT2500000073	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Morton Salt, Inc.

Address : 444

Street : West Lake Street, Suite 2900

City : Chicago

State : IL

Country : U.S.A.

Zip : 60606

Principal Contact : Anthony T. Patton, Director Bulk Deicing US Government Sales

Vendor Contact Phone: 312-807-2496

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 27-3146174

DATE

6-16-25

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open end, multiple award contract with qualified vendors for the delivery of Sodium Chloride (Roadway Salt) to designated WVDOH locations, F.O.B., statewide. Vendors may also provide pricing for the pick-up of Sodium Chloride from its storage sites. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway Salt - Sodium Chloride - DELIVERY	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Delivery of roadway salt by Vendor to WVDOH Agency delivery locations, as specified on the ATT A Pricing Pages.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roadway Salt - Sodium Chloride - PICK-UP	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
46161506			

Extended Description:

Pick-Up of roadway salt by a WVDOH Agency from a Vendor's source site.

VENDOR NOTE: Bid evaluation is based ATT A Pricing Page submissions. Price entries or other notations made in the wvOASIS commodity lines description will not be considered for bid evaluation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-06-06

SOLICITATION NUMBER: CRFQ DOT2500000073

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000073 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor questions and responses

Bid opening remains 06/17/2025 @ 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

CRFQ DOT2500000073 Roadway Salt – Calcium Chloride 6625C016

Responses to Questions from Vendors

Question 1

If the vendor is not low bid in a District, is the vendor still required to accept an ADO, or is it under the Vendor's discretion to accept the order request?

Response 1

The contract's Purchase and Supply Guarantee obligations are awarded to the lowest-bidding vendors per County. However, all awarded vendors are obligated to fulfill orders under the pricing and terms of the contract. Should a non-low bid vendor be unable to accept an order, the WVDOH may request an order from the next low-bid awarded vendor for the ordering County. Please also refer to Section 6.1 of the contract specifications.

Question 2

Regarding cooperative contracting: Will the decision to add a public agency be based upon mutual agreement between the agency and the vendor before adding them to the contract?

Response 2

The decision to allow a public agency to utilize contract item pricing is between the requesting agency and/or the West Virginia Purchasing Division.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000073

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 the 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 type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" 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 the 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.

Morton Salt, Inc.

Company



Anthony T. Patton

Authorized Signature Director Bulk Deicing
US Gov. Sales

6-16-25

Date

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

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: The Initial Contract Term will be for a period of one (1) year from
the contract effective date. The Initial Contract Term becomes effective on the effective start
date listed on the first page of this Contract, identified as the State of West Virginia contract cover
page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance
clerk (or another page identified as _____), and the Initial
Contract Term ends on the effective end date also shown on the first page of this Contract.

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 one (1) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **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 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: \$1,000,000.00 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.

☐☐☐☐

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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.

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 hearth, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Jean Szatkowski

(Address) 444 West Lake Street, Suite 2900, Chicago, IL 60606

(Phone Number) / (Fax Number) 312-488-1891 312-896-9208

(email address) jszatkowski@mortonsalt.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through ~~WV~~OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Morton Salt, Inc.

(Company)

(Signature of Authorized Representative)

Anthony T. Patton, Director Bulk Deicing US Government Sales

(Printed Name and Title of Authorized Representative) (Date)

855-665-4540 312-896-9208

(Phone Number) (Fax Number)

bids@mortonsalt.com

(Email Address)