



**ARLINGTON  
VIRGINIA**

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**NOTICE OF RIDER CONTRACT**

|   |   |   |
|---|---|---|
| <b>TO:</b> MORTON SALT, INC.<br>444 WEST LAKE STREET, SUITE 3000<br>CHICAGO, IL 60606 | <b>DATE ISSUED:</b><br><b>CURRENT REFERENCE NO:</b><br><b>CONTRACT TITLE:</b> | <u>DECEMBER 10, 2021</u><br><u>22-DES-R-450</u><br><u>SODIUM CHLORIDE BULK SALT</u> |
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**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME:** COMMONWEALTH OF VIRGINIA, VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

**LEAD AGENCY CONTRACT NUMBER:** 49452

**EFFECTIVE DATE:** DECEMBER 10, 2021

**EXPIRES:** SEPTEMBER 30, 2022

**RENEWALS:** FOUR (4) RENEWALS REMAINING

**COMMODITY CODE(S):** 77545

**LIVING WAGE:** N

**ATTACHMENTS:**

ATTACHMENT A – COMMONWEALTH OF VIRGINIA, VDOT, IFB #156773

ATTACHMENT B – COMMONWEALTH OF VIRGINIA, VDOT, NOTICE OF AWARD FOR CONTRACT 49452

ATTACHMENT C – COMMONWEALTH OF VIRGINIA, VDOT, MODIFICATION #3

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** JASMIN SIMONS

**VENDOR TEL. NO.:** (630) 861-2310

**EMAIL ADDRESS:** [JSIMONS@MORTONSALT.COM](mailto:JSIMONS@MORTONSALT.COM)

**COUNTY CONTACT:** JEREMY HASSAN

**COUNTY TEL. NO.:** (703) 228-3647

**COUNTY CONTACT EMAIL:** [JHASSAN@ARLINGTONVA.US](mailto:JHASSAN@ARLINGTONVA.US)

ATTACHMENT A

**Administrative Services Division  
Invitation for Bid (IFB) Northern Virginia District  
Sodium Chloride Bulk (Road Salt)  
IFB #156773**

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**ATTACHMENTS**

- A. VA State Corporation Commission Form
- B. Normal and Emergency Contacts
- C. Subcontractor Approval Request
- D. VDOT's Snow & Ice Control Materials Specifications
- E. Stockpile Listing Sheet
- F. Stockpile Reporting Form
- G. References

**RESOURCES BY REFERENCE**

- 1. General Term and Condition C.1.(d): Anti-Discrimination [Link to Referenced Training](#)
- 2. General Term and Condition CC: Civility in State Workplaces [Link to Referenced Training](#)

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid.**



**I. PURPOSE:**

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from qualified firms to provide Sodium Chloride Bulk (Road Salt) delivered to various locations within the Northern Virginia District for winter deicing operations.

**PERIOD OF CONTRACT:** From September 31, 2021 through September 30, 2022 (renewable)

**II. QUESTIONS REGARDING THIS INVITATION FOR BID:**

Any questions regarding this invitation for bid shall be addressed to *Debbie Bayles* at *Debbie.Bayles@VDOT.virginia.gov*. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. Provide questions no later than 5:00 PM on August 9, 2021.

**III. GENERAL DEFINITIONS:**

For the purpose of clarification, each firm submitting a Bid is referred to as a “Bidder” and the Bidder awarded the contract to supply the services is referred to as a “Contractor”. Virginia Department of Transportation is referred to as “Department” or as “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Invitation for Bids states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

**IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:**

“The Contractor shall furnish Chemical must conform to the VDOT specifications for Sodium Chloride. See Attachment D, VDOT Snow & Ice Control Material Specifications. Measurement: The Bidder’s quoted price shall be per short ton.

**A. NOTIFICATION TO VDOT FOR VESSEL SHIPMENT TO PORT STOCKPILE:**

VDOT requires prior notification of a vessel arrival to a port stockpile. This notice shall include the following information:

1. Salt manufacturer name
2. Name of vessel
3. Estimated time of arrival. Note – Update of actual arrival date shall be provided.
4. Tonnage (quantity)
5. Stockpile location and name
6. Notification shall be to the VDOT CO Materials Chemistry Lab Supervisor  
Jessica Lewis *Jessica.Lewis@vdot.virginia.gov* (804) 328-3122

**B. DELIVERY:**

Prices, including freight, shall remain firm for the entire contract period.

1. Deliveries of chemical may start immediately after the Contractor’s receipt of a contract. The shipping schedule will be coordinated between the appropriate VDOT office and the Contractor.
2. Delivery shall be made within 10 working days after notification. If delivery is not made within the scheduled time and it becomes necessary for VDOT to secure its needs from another source, the Contractor shall be liable for any additional expense. VDOT reserves the right to invoice the Contractor for this or deduct it from the Contractor’s pending invoices.
3. VDOT may assess a liquidated damage against a Contractor that delivers material later than 10 working days after request, unless other shipping arrangements have been agreed upon by both parties. This liquidated damage may be in the amount of 1% of the CONTRACT PRICE PER TON, PER DAY THE SHIPMENT IS LATE. See Liquidated Damages, section X., Special Terms and Conditions #17



4. Truck deliveries may be made during the hours of 7:00 AM and 3:30 PM, Monday through Friday. No deliveries shall be made on Saturdays, Sundays and holidays, unless otherwise agreed upon by the VDOT Representative requesting shipment. VDOT will assist with unloading if prior notification of delivery is given.
5. A 24-HOUR NOTIFICATION shall be given on all shipments, whenever possible. This is necessary due to some stocking locations not being manned at all times, and this will allow VDOT time to schedule personnel and equipment to help with unloading, if requested by the Contractor.
6. All truck shipments shall be accompanied by a delivery ticket showing the material has been weighed on scales approved by the Weights and Measures Regulatory section of the Virginia Department of Agriculture and Commerce or similar agency in other states. The ticket must be signed by the weigh person. Tickets can be pre-printed with this statement or a rubber stamp may be issued which should read as follows:

“The material shipped on this ticket has been weighed on approved scales in accordance with VDOT specifications”.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

7. The gross weight, tare, and the net weight will be required on each ticket. All weigh tickets must be automatic print-out type or if weight is inserted manually, the ticket must carry a certification that weight is correct.
8. VDOT will refuse to pay for materials that exceed the legal load limits of the truck. The excess weight will be deducted from the Contractor’s invoice. Where excess weight is noted, it will be recorded on the delivery ticket that is signed and given to the driver.
9. The weigh ticket must include the legal load limit on the truck hauling material to VDOT. Some regulations for State Certification may apply only to Virginia registered trucks and will not apply to trucks engaged in interstate commerce. Please check with the Department of Motor Vehicles (DMV).
10. Weights of vehicles hauling into Virginia will be checked at the most convenient set of VDOT owned truck scales or the portable scale units.
11. VDOT reserves the right to weigh truck shipments before and after unloading. This will be done at no expense to the Contractor.
12. All loads are to be properly covered with a waterproof covering to insure that all materials will arrive at destinations in a free-flowing useable condition.
13. The weigh person shall be certified in accordance with Section 109 of the Virginia Road and Bridge Specifications. For additional information or certification packets, please call Mr. Paul Baldwin at VDOT’s Central Materials Lab at (804)328-3142.
14. VDOT reserves the right to:
  - a. Establish a single point of contact VDOT spokesperson for all communications and delivery schedules.
  - b. Provide direction and instructions to the Contractor necessary to prioritize VDOT salt needs at any time.
  - c. Request an “Open Order Report” at anytime during the contract period showing the status of all VDOT open orders.
15. The Contractor shall ensure for the accuracy of delivery locations. VDOT will not be responsible for payment for deliveries to the wrong location.



C. **TRUCKING REGULATIONS:**

A for-hire carrier transporting salt / chemicals in aggregate form from a distributor to a depot in Virginia must comply with the following:

1. **INTERSTATE (operating solely across state lines)**

- Registration under the Single State Registration System (SSRS) in compliance with requirements of the Federal Highway Administration.
- R53 receipt issued for vehicle.
- Vehicle registered (licensed) for hire under the International Registration Plan.
- MCSD4 registration card and plate issued from DMV (if registered in Virginia).
- Apportioned (Registration card and plate) with Virginia if issued / based in another state / jurisdiction.
- Registration for motor fuel road tax purposes under the International Fuel Tax Agreement (IFTA).
- License and a pair of decals for each unit.

2. **INTRASTATE (operating within the state lines, origination and destination of load within Virginia)**

- Registration under Intrastate Operating Authority I Insurance Registration under either Property Carrier Bulk or Property Carrier non-Bulk classifications.
- Registration card (MC 100) and a single decal issued for vehicle.
- Valid Virginia for hire license plates issued from DMV.
- Registration for motor fuel road tax purposed under the Virginia Motor Fuel Road Tax Program.
- License and a pair of decals for each unit.

3. **INTERSTATE AND INTRASTATE**

- Registration under the single State Registration System (SSRS) in compliance with requirements of the Federal Highway Administration.
- RS3 receipt issued for vehicle.
- Vehicle registered (licensed) for hire under the International Registration Plan MCSD4 registration card and plate issued from DMV if registered in Virginia.
- Apportioned (registration card and plate) with Virginia if issued / based in another state / jurisdiction.
- Registration for motor fuel road tax purposed under the International Fuel Tax Agreement (IFTA).
- License and a pair of decals for each unit.
- Registration under the Intrastate Operating Authority / Insurance Registration under either Property Carrier Bulk or Property Carrier non-Bulk classifications.
- Registration card (MC100) and a single decal issued for vehicle.

If carriers need information concerning these requirements for hauling salt/other chemicals, please call the DMV Motor Carrier Services at 804-249-5130. The above information has been included as a courtesy to DMV and also for informational purposes for those companies / persons that haul salt.

D. **STOCKPILES:**

The Contractor shall stock at least 50% of the total tons awarded, either in Virginia or in close proximity to its borders. These stockpiles shall be used in supply requirements during periods of emergency. Bidders shall include with their bid a listing of these locations and the quantities of chemical that will be stockpiled at each (Stockpile Listing Sheet, Attachment E).

In addition, the bidder is requested to provide a price per ton for each stockpile location for use as a F. O. B. stockpile. In the space provided (Stockpile Listing Sheet, Attachment E), please indicate the requested information concerning each stockpile location.



**E. REPORTING**

Contractor shall provide a monthly report (via email) to the VDOT Chemistry Lab Supervisor, Jessica Lewis, 804-328-3122 [jessica.lewis@vdot.virginia.gov](mailto:jessica.lewis@vdot.virginia.gov) and VDOT Chemistry Lab Manager, James Swisher, 804-328-3121 [james.swisher@vdot.virginia.gov](mailto:james.swisher@vdot.virginia.gov) when stockpiles are being added to and while orders are being filled.

The following information shall be provided in the report.

- 1.) Where the salt load is being shipped from (stockpile name).
- 2.) Where the salt load is being delivered to (Area Headquarter name).
- 3.) Quantity of load shipped (tons)
- 4.) Date shipped

Note: Items 1-4 should be reported in a spreadsheet Attachment F “Stockpile Reporting Form”.

Contractor shall supply an updated outstanding order listing upon request from VDOT.

- VDOT requires the Contractor to submit monthly summary reports of this contract utilization by other indemnities use other than VDOT. The Contractor shall provide reports to the Contract Administrator showing contract utilization. Agency/Department Name, Order Date, Order Quantity, and Point of Contact Name and Email Address shall be included in this report.

**V. PRE-BID TELECONFERENCE:** A pre-bid conference will not be held for this solicitation however potential Bidders are encouraged to present questions and obtain clarification relative to any facet of this solicitation.

**VI. METHOD FOR PAYMENT:**

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

Payment will be made via check, ACH, or EDI. Payment may also be made via P-Card for invoices within the P-Card limit if the Contractor accepts the State’s Small Purchase Charge Card. For questions about eVA please contact eVA Customer Care center at [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov). For questions about electronic payments please contact DOA at (804) 692-0473 or via email at: [edi@doa.virginia.gov](mailto:edi@doa.virginia.gov)

**VII. INVOICING:**

Invoices shall be submitted at a minimum of weekly and maximum of bi-weekly to the address listed on the Purchase Order. Invoices shall include the contract number, purchase order/confirmation number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates.

**A. PRICE ADJUSTMENTS:**

If material is stockpiled that otherwise would have been rejected, a maximum price adjustment of UP TO 50% WILL be accessed on the unit price per ton. (See Attachment F, Section A “Price Penalties” for further information.)

**VIII. BIDDER’S INSTRUCTIONS and PUBLIC BID OPENING**

**1. BID SUBMISSION – INSTRUCTIONS:**

All bids must be submitted electronically online via [eVA](#) using the Bidder’s established eVA Supplier Account. The entire bid response including any / all attachments and any / all addenda must be submitted electronically in eVA no later than the closing date and time stated on the electronic solicitation posting. Faxed, emailed, mailed or hand-delivered bids will not be accepted.



To submit an online bid, please refer to the online bidding instructions at:

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vbo/online-bidding-instructions-ifb.pdf>

It is the responsibility of the Bidder to ensure the bid and all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting. Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov).

## 2. **PUBLIC BID OPENING:**

Bids will be opened at the time stated on the reminders page of the electronic posting of this solicitation, and their contents per the Virginia Public Procurement Act and Commonwealth of Virginia Vendors Manual, will be made public for the information of bidders and others interested.

A public bid opening via teleconference will be hosted by a VDOT representative at **11:00 AM EST on August 18, 2021**. The conference can be accessed with the below dial-in information:

- **Call 1 414-882-8564                      Meeting PIN ID: 859 932 961#**
- Additionally, the conference can be accessed by downloading the free **Google Meet App** on your smart phone.
  - **From the Google Meet App, click on “Join a Meeting”**
  - **Enter meeting code: dyu-oysx-gjy**
  - **Then select “Join Now”**

The bid opening will begin promptly at the time indicated. At the start of the conference the VDOT Representative will conduct a roll call to identify the individuals participating on the call. Participants will be requested to provide their names, company and contact information during the roll call.

If you are unable to access the teleconference at the scheduled time please contact the Contract Officer via email and a bid reading will be provided.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids receive

## IX. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “I Sell To Virginia”.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975,





as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.





F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBS:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective(bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351,.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:



- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing



Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.



T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.**
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automate government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.



Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.





The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.





**X. SPECIAL TERMS AND CONDITIONS**

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
2. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
3. **AWARD:** The Commonwealth will make the award(s) on a line basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **BID PRICES:** Bid prices shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
8. **CONTINUITY OF SERVICES:**
  - (a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - (b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.



(c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

9. **DELIVERY NOTIFICATION:** The Agency shall be notified twenty-four (24) hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to the individual(s) specified on the line item for each location.
10. **DELIVERY POINT:** Except when otherwise specified herein, all items shall be Free on Board (F.O.B.) delivered to any of the locations specified herein.
11. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
12. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.
13. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
14. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in (multiple) purchase order(s) with the eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

15. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
16. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:



- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

17. **LIQUIDATED DAMAGES:** Delivery is required no later than 10 working days after notification. It is understood and agreed by the Bidder that time is of the essence in the delivery of the product specified in the bid document. In the event that the salt is not delivered by the date specified, liquidated damages in the amount of 1% per ton per calendar day beyond the date specified for delivery, may be assessed. This may not apply if the delivery is delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, fire, or explosion, not caused by the negligence or intentional act of the Contractor or his supplier(s).
18. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
19. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105,



Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.

20. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
21. **PROPRIETARY INFORMATION:** All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:
- 1) a written request, either before or at the time the data or materials are submitted, that:
    - Invokes the protection of 2.2-4342 of the Code of Virginia
    - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
    - States the reasons why protection is necessary, and
  - 2) a redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.
22. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
23. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation Assurance and Compliance Office for the purpose of an audit, special investigation, or any study requested by the Assurance and Compliance Office in accordance with law may, subject to a determination by the Assurance and Compliance Office as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Assurance and Compliance Office to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Assurance and Compliance Office, make a written request to the Assurance and Compliance Office of the Virginia Department of Transportation invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Assurance and Compliance Office of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation.





In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Assurance and Compliance Office, whether or not the Assurance and Compliance Office has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

24. **REFERENCES:** Bidders should provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, the email, and the telephone/fax number. Submit references by completing and uploading Attachment G.
25. **RENEWAL OF CONTRACT:** (This contract may be renewed by the Commonwealth for (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Rock Salt" category of the Producer's Price Index (PPI, table 11 – Industry Code 212393, Product Code 212393-3) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, which are attained by accessing [www.bls.gov/ppi/](http://www.bls.gov/ppi/).
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Rock Salt" category of the Producer's Price Index (PPI, table 11 – Industry Code 212393, Product Code 212393-3) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, which are attained by accessing [www.bls.gov/ppi/](http://www.bls.gov/ppi/).
26. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Class 3 safety garments shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code (NEC)* and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

- 27 **SAFETY DATA SHEETS:** Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.
- 28 **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
- A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. **All bidders are required to submit a Small Business Subcontracting Plan.** The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have received DSBSD small business certification. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis (**by the 5<sup>th</sup> business day of each month**), all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis (**by the 5<sup>th</sup> business day of each month**), all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
29. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
30. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. Refer to Attachment C.





31. **TERM OF CONTRACT:** The contract period will be from September 31, 2021 through September 30, 2022, with the opportunity for four (4) optional, consecutive one-year renewals.
32. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.
33. **UNBALANCED BIDS:** If the unit prices in the bid are mathematically and materially unbalanced, the bid may be rejected as non-responsive. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are unusually high or low in relationship to VDOT's estimate and do not evenly carry a proportionate share of the total cost of the goods and/or services plus profits. Where a bid is mathematically unbalanced, VDOT will review the estimated quantities and determine whether the bid is also materially unbalanced, meaning that there is doubt as to whether the bid is substantially likely to result in the lowest ultimate cost to the Department.
34. **VDOT ENVIRONMENTAL TRAINING REQUIREMENT:** In accordance with environmental commitments and MS4 permit requirements, VDOT offers virtual training videos for specific contractors in good housekeeping and pollution prevention associated with storm water. Contractors shall have staff who will be performing work on VDOT Maintenance Facilities or in VDOT Right-of-Way watch two training modules available on VDOT's Training YouTube Channel.
- The VDOT Good Housekeeping and Pollution Prevention for Contractors Training is a 7-minute video that highlights general expectations of contractors working on VDOT Maintenance Facilities and Right-of-Way. Video link: <https://youtu.be/UMjwckifRz8>
  - The VDOT Illicit Discharge Detection and Elimination (IDDE) Online Training Course is a 7-minute video that covers proper procedures for identifying and reporting potential illicit discharges discovered in the VDOT Right-of-Way during work operations. Video link: [https://youtu.be/mDAd4C\\_iI38](https://youtu.be/mDAd4C_iI38)
- Contractors shall submit within 30 days of contract award or modification a signed statement acknowledging that staff has viewed the training videos. The statement is to be submitted to both the VDOT Contract Administrator and the Environmental Compliance Group at ENVCOMPLIANCE@vdot.virginia.gov. The statement shall include the company name, contract name/number, date(s) of training, and number of employees who viewed each training video. For multi-year contracts, the contractor shall submit an updated statement each year with information for new staff trained since the previous training.
35. **VEHICLE REQUIREMENTS / IDENTIFICATION:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company shall be displayed on both sides of all work vehicles while performing work under this contract. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
36. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.



**ATTACHMENT A**  
**VA STATE CORPORATION COMMISSION FORM**

**Failure to complete and return this attachment may result in your bid being deemed NON-RESPONSIVE.**

**Virginia State Corporation Commission (SCC) registration information. The bidder: \_\_\_\_\_**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):



**ATTACHMENT B  
 NORMAL AND EMERGENCY CONTACTS**

|   |  |                                 |  |
|---|--|---------------------------------|--|
| <b>Send Contracts To:<br/>Bidder's Name/Title</b> |  | <b>Primary Phone<br/>Number</b> |  |
| <b>Bidder's Mailing<br/>Address</b>               |  | <b>E-mail Address</b>           |  |

|   |  |
|---|--|
| <b>Contact Person's Name</b>                    |  |
| <b>Cellular Telephone Number</b>                |  |
| <b>Telephone Number - Normal<br/>Work Hours</b> |  |
| <b>Telephone Number - After<br/>Work Hours</b>  |  |
| <b>Fax Number</b>                               |  |
| <b>E-mail Address</b>                           |  |

|   |  |
|---|--|
| <b>Contact Person's Name</b>                    |  |
| <b>Cellular Telephone Number</b>                |  |
| <b>Telephone Number - Normal<br/>Work Hours</b> |  |
| <b>Telephone Number - After<br/>Work Hours</b>  |  |
| <b>Fax Number</b>                               |  |
| <b>E-mail Address</b>                           |  |

|   |  |
|---|--|
| <b>Contact Person's Name</b>                    |  |
| <b>Cellular Telephone Number</b>                |  |
| <b>Telephone Number - Normal<br/>Work Hours</b> |  |
| <b>Telephone Number - After<br/>Work Hours</b>  |  |
| <b>Fax Number</b>                               |  |
| <b>E-mail Address</b>                           |  |



**ATTACHMENT C  
SUBCONTRACTOR APPROVAL REQUEST**

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Transportation (herein referred to as VDOT). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VDOT with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

| <b><u>FIRM INDIVIDUAL'S<br/>NAME &amp; ADDRESS</u></b> | <b><u>CONTACT PERSON AND<br/>PHONE NUMBER</u></b> | <b><u>TYPE OF WORK TO BE<br/>PERFORMED</u></b> |
|--|---|--|
| _____  | _____   | _____  |
| _____  | _____   | _____  |
| _____  | _____   | _____  |
| _____  | _____   | _____  |

**TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE**

\_\_\_\_\_

\_\_\_\_\_

**QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

Please indicate which above proposed subcontractors are certified (with DSBSD) as Small, Women Owned or Minority Businesses.

Certification Number(s): \_\_\_\_\_

\_\_\_\_\_

**FOR VDOT USE ONLY:**

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

\_\_\_\_\_  
Signature of Authorized VDOT Representative      Date      Telephone Number

## ATTACHMENT D VDOT SNOW & ICE CONTROL MATERIAL SPECIFICATIONS

Revised: July 2019

**SCOPE:**

This specification covers snow and ice control products. In order to bid a product, that product shall be on the pre-approved list.

**PRE-APPROVED LIST:**

The list shall be composed of products that have been evaluated and found in compliance with these specifications. In order to be added to this list in time for the current snow and ice control products bidding, a product must be approved by VDOT Materials Division prior to the bid opening. Vendor submitting product for evaluation must actively participate in the evaluation process to expedite the possible product approval. The Vendor must allow up to four (4) months for product approval. The manufacturer shall provide the following product information.

1. Current Safety Data Sheet (SDS). Proprietary information shall be included and will be held confidential.
2. Physical specifications including detailed information on any corrosion inhibitor used in the product and minimum concentration of the corrosion inhibitor must be included. Information on the appropriate laboratory procedures for verifying concentrations of corrosion inhibitors shall be included.
3. Independent certified analysis-showing compliance with all constituents for which limits have been set by these specifications.
4. A one-gallon, tightly sealed plastic container of product shall be provided for liquid samples. Three, 1-quart, tightly sealed steel or plastic containers for solid samples. If product is a solid, a SDS sheet for any anticaking agent and a description of the anticaking application method to be used must also be submitted. The Department shall be provided with a method for determining the presence of the treatment and information relative to the solubility and photodecomposition of the anticaking agent.

All documents shall be clearly legible. No product may be accepted that contains constituents in excess of the following established concentrations when tested according to VDOT Test Method Section. Products shall not be approved, if subjected to hazardous waste identification criteria outlined in 40 CFR 261.20 through 261.33, meet definition of hazardous waste. The products shall not contain extremely hazardous substances listed in 40 CFR Part 302, Table 302.4. If the product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The Department reserves the right to evaluate these exceptions and to make a determination of product eligibility. The Department's decision will be final.

|            |          |          |       |
|------------|----------|----------|-------|
| Phosphorus | 50.0 ppm | Chromium | 5.0   |
| Cyanide    | 1.0 ppm  | Cadmium  | 1.0   |
| Arsenic    | 5.0 ppm  | Barium   | 100.0 |
| Copper     | 4.0 ppm  | Selenium | 1.0   |
| Lead       | 5.0 ppm  | Zinc     | 10.0  |
| Mercury    | 0.2 ppm  | Silver   | 5.0   |

**Deicer Quality** - Deicer shall be tested for ice melting (SHRP H205.1 or H205.2), ice penetration (SHRP H205.3 or H205.4) and ice undercutting (SHRP H205.5 or 205.6). The right to waive the deicer quality requirement will be at the discretion of the Department. The Department reserves the right to evaluate these exceptions and to make a determination of product eligibility. The Department's decision will be final.

**Storm Events** – In the case of storm events, the Department reserves the right to accept and use any product delivered and to apply price adjustments as defined.

## Detailed Specifications

### SECTION II SOLIDS:

Solid snow and ice control materials products shall exhibit deicer qualities equal to or better than 95 percent Sodium Chloride at temperatures of minus 4 to minus 8 degrees C (25 to 18 degrees F) for standard temperature deicer or qualities equal to or better than 77 percent Calcium Chloride at temperatures of minus 17 to minus 23 degrees C (0 to minus 10 degrees F) for low temperature deicer. Material shall be tested for ice melting (SHRP H205.1), ice penetration (SHRP H 205.3) and ice undercutting (SHRP H205.5).

#### **A. SOLID SNOW AND ICE CONTROL MATERIALS WITHOUT CORROSION INHIBITORS**

Scope: Solid snow and ice control materials without corrosion inhibitors shall conform to the following additional requirements. Sampling examining and testing shall be done according to ASTM D345 and E449 unless stated otherwise.

##### 1. SODIUM CHLORIDE SOLID

- a. Sodium chloride shall conform to the requirements of AASHTO M143, Type I, Grade I.
- b. Moisture content shall not exceed *2.0 percent*.
- c. When sampled at the destination, 5 percent tolerances on the 3/8 inch (9.5mm) sieve will be permitted. All plus 3/8 inch material shall have 100 percent passing the 1/2 inch (12.5mm) sieve.
- d. The sodium chloride will be tested according to Virginia Test Method VTM-28 and shall not be less than 95.0 percent sodium chloride.
- e. Shipments from Approved Stockpiles: Whenever it is feasible, samples will be taken from protected stockpiles at the maximum rate of one composite sample (made from 3 increment samples) per 10,000 tons. Samples will be taken according to AASHTO M143.
- f. The manufacturer shall notify VDOT Materials Division (804-328-3123), before stockpiles are covered so proper sampling can be done. Whenever a supplier adds more salt to an existing stockpile, new samples will be taken to represent this modified stockpile. When inspection at the stockpile is not practical, samples of shipment of material will be taken at the final destination at the rate of approximately one composite (made from 3 increment samples) sample per 5,000 tons.
- g. Shipping or delivery tickets shall indicate that the sodium chloride has been shipped from an approved source. This certification shall be stamped on the shipping or delivery tickets and shall be signed by an authorized representative of the company. Salt shall be delivered in a clean truck bed and shall be protected during transit with a waterproof cover.
- h. Anticaking agent: The quantity of the agent used shall be in the range of 0.1 to 0.2 pounds per ton. Contractor shall ensure a consistent through mix of the anti-caking agent throughout the truckload.

### STOCKPILE REJECTION:

When the stockpile is rejected, no shipments will be accepted from it. Resampling will be allowed for those stockpiles according to AASHTO M143.

Stockpiles will be rejected when more than one third of the samples fail any of these specifications.

- a. Moisture content in excess of 3.0 percent.
- b. Sodium chloride content less than 92.0 percent.
- c. Stockpile deviates more than 10 percent from these specifications.
- d. Stockpiles contain 3/4 inch or 1/2 inch material.

### PRICE PENALTIES:

All shipments will be subject to visual inspection at final destination at the time of unloading. Sodium chloride shall arrive at the final destination in a free-flowing and usable condition. Any shipment deemed to be unusable because of excessive water, oversized material, excessive caking or reduced sodium chloride content may be rejected at the option of the Engineer or VDOT representative. A sample may be taken for testing by VDOT.

The producer shall, at its own expense, send an inspector to the site, remove and replace the rejected material, or send equipment to resolve the concern, such as sieve to remove over-sized material on-site. VDOT representatives shall be consulted for their preference.





Delivered material not conforming to this specification may be subject to a price penalty or rejected and returned at the producers' option. Material not conforming to this specification and not returned will be subject to a price adjustment schedule at the discretion of the Engineer or the Central Office-Materials Division.

- a. A 2 percent reduction in the unit bid price for each 1 percent moisture above 2.0 percent.
- b. A 2 percent reduction in the unit price for each 1 percent of deviation from the specified gradation on the 3/8 inch (9.5mm), #4 (4.75mm), #8 (2.36mm) and the #30 (600 micron) sieves.
- c. A 2 percent reduction in the unit bid price for each percent the sodium chloride is below 95.0 percent.



## VDOT TEST METHODS

1. Ice Melting

*Solids - SHRP H205.1*

2. Ice Penetration

*Solids - SHRP H205.3*

3. Ice Undercutting

*Solids - SHRP H205.5*

4. Metals – Copper, Chromium, Cadmium, Zinc, Silver

*Standard Methods for the Examination of Water & Wastewater Method 3111.*

5. Cyanide

*Standard Methods for the Examination of Water & Wastewater Method 4500-CN C.*

*YPS (50-200ppm) will not be assessed towards the total cyanide concentration when testing these products.*

6. Metals – Arsenic, Lead, Barium, Selenium

*Standard Methods for the Examination of Water & Wastewater Method 3113.*

7. Metals – Mercury

*Standard Methods for the Examination of Water & Wastewater Method 3112.*

8. Phosphorus

*Standard Methods for the Examination of Water & Wastewater Method 4500-P.*

9. Moisture Content

ASTM E534

10. Gradation

ASTM C136

11. Sodium Chloride Content

VTM 28

*Standard Methods for the Examination of Water & Wastewater, Method 3500.*

12. Visual Inspection

*Visual inspection will be used to assure that the material is delivered free of extraneous matter, free from hard caking, does not segregate and remains suitable for the intended purpose.*

13. Sampling

*ASTM D345*

*ASTM E449*

AASHTO M143

Samples may be taken upon delivery of the material at the discretion of the Engineer.

14. Toxicity Characteristic Leaching Procedure

*SW 846 Method 131*

## Virginia Test Method – 28

### Moisture content, Gradation and Chemical Analysis of Sodium Chloride (Rock Salt)

#### 1. Scope

This method covers the procedure to be used in determining moisture content, gradation by sieve size, and sodium chloride content of sodium chloride as received from the field.

#### 2. Apparatus and Chemicals

##### 2.1 Apparatus

2.1.1 Mettler DL40RC MemoTitrator.

2.1.2 Mettler DM141 Combination Silver Ring Electrode.

2.1.3 Balance having a capacity of at least 200 gm accurate and readable to 0.10 g.

2.1.4 Analytical Balance accurate and readable to 0.1 mg.

2.1.5 Sample splitter with the capacity to handle the contents of a one quart size sample container.

2.1.6 A sieve set containing sieves with mesh sizes of 3/4", 1/2", 3/8", No. 4, No. 8, and No. 30 and a pan.

2.1.7 A brush

2.1.8 Metal drug cans (8 oz.)

2.1.9 Metal drug cans (3 oz.)

2.1.10 Vented oven capable of maintaining 110 °C.

2.1.11 Desiccator

2.1.12 Mortar and Pestle

##### 2.2 Glassware

2.2.1 1000 ml volumetric flasks

2.2.2 10 ml pipets

2.2.3 120 ml Memo beakers, plastic

##### 2.3 Reagents

2.3.1 0.1 N Silver Nitrate (AgNO<sub>3</sub>)

2.3.2 0.1 N Sodium Chloride (NaCl)

2.3.3 Deionized water



**3. Procedure for determining moisture and gradation of sodium chloride sample**

3.1 The sample is split to approximately 150 gm ( 50) and placed in a tared 8 oz. metal can and weighed to the nearest 0.10 gram.

3.2 The metal can with sample is placed in an oven at 110 °C, dried overnight, cooled in desiccator and reweighed. The loss in weight is the amount of water present. The percent water is calculated as:

$$\% \text{ Water} = \frac{A - B}{A} \times 100$$

A = weight of wet  
salt  
B = weight of  
dried salt

3.3 The dried sample is then sieved and the gradation is determined by calculating percent sample retained on each sieve to total sample sieved. The gradation should conform to AASHTO M143 Type I.

3.4 The sample is recombined, split down to about 5 gm, ground with a mortar and pestle and placed in a 3 oz. metal can.

**4. Procedure for determining chloride content of sodium chloride sample.**

4.1 Weigh 2 gm of ground sample to the nearest 0.1 mg and transfer to a 1000 ml volumetric flask. Fill to the mark with deionized water and mix well.

4.2 Pipet a 10 ml aliquot into a 120 ml plastic memo beaker and add enough deionized water to cover the electrode.

4.3 Standardize the 0.1 N AgNO<sub>3</sub> titrant with the 0.1 N NaCl using the Method 900 on the MemoTitrator.

4.4 Titrate the sample using Method 91102. The instrument will ask for weight of the sample and the identification number. It will titrate the sample automatically and record the results as % NaCl in a dried sample. Results are reported as % of NaCl in sample as received from the field.

**5. Calculations**

Sample report will look like this:

\*\*\* 01 - Dec - 19 \*\*\*

METHOD NO. 91102  
1 IDENT  
SAMPLE NO. 1  
  
\*R\* % 99.302

Sample No. 1 was titrated with 3.9230 ml of 0.08912 N AgNO<sub>3</sub>.

$$\% \text{NaCl} = A \times N \times 584.5 / W$$

A = ml AgNO<sub>3</sub> used for sample 3.9230  
N = normality of Silver Nitrate

approximately 0.1N 0.08912  
30



W = weight of sample approximately 2.0g                      2.04

584.5 = Molar Mass of NaCl multiplied by dilution factor.

Preparation of standard 0.1 N AgNO<sub>3</sub> solution: Weigh 17.0 grams of reagent grade silver nitrate into a 1 liter volumetric flask, dissolve in deionized water and dilute to 1 liter.

Preparation of standard 0.1 N NaCl: Dry NaCl in an oven overnight at 110 °C. Weigh exactly 5.844 grams into a 1 liter volumetric flask, dissolve in deionized water and dilute to 1 liter.

Procedure for Standardizing 0.1 N AgNO<sub>3</sub>: Place 70 ml of deionized water in three 120 ml plastic Memo beakers. Then add 10 ml. 0.1N NaCl to the beakers using 10 ml volumetric pipette.

Titrate the three beakers according to MemoTitrator Method No. 900.





**ATTACHMENT E  
 STOCKPILE LISTING SHEET**

| QUANTITY | NAME & ADDRESS | PHONE | BUSINESS DAYS/HOURS | CONTACT PERSON | PRICE PER TON |
|----------|----------------|-------|---------------------|----------------|---------------|
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |
|          |                |       |                     |                |               |

Stockpile sheet must be completed by each bidder. Please list the following above.

1. The Quantity kept at each Stockpile Location.
2. Name and address of Stockpile.
3. Phone Number of Stockpile.
4. Contact name of Person at Stockpile Location.
5. Price per ton for use as a F.O.B Stockpile.





**ATTACHMENT G**

**HOLDING PLACE FOR REFERENCES**



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219-2000

**Stephen Brich, P.E.**  
Commissioner

## **NOTICE OF AWARD**

**Contract No:** 49452

**Date:** August 26, 2021

**Contractor Name:** Contract 49452: Morton Salt Inc.

**Your Bid/Offer Date:** July 28, 2021

**In Response To:** Invitation for Bid #156773 Northern VA

**To Provide** Sodium Chloride Road Salt

**During the Period:** October 1, 2021 to September 30, 2022

The above is hereby accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, and other stipulations, if any. The solicitation, your bid, and this notice of acceptance constitute the contract.

A handwritten signature in blue ink that reads "Toya Peterson".

---

**Toya Peterson**  
Director, Administrative Services

ATTACHMENT C



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.  
Commissioner

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
Fax: (804) 786-2940

CONTRACT MODIFICATION AGREEMENT #3

Date: November 8, 2021  
Contract No.: 49452  
Issued By: Commonwealth of Virginia  
Virginia Department of Transportation  
1401 E. Broad Street  
Richmond, VA 23219  
Contractor: Morton Salt Inc.  
Commodity: Sodium Chloride Bulk Road Salt

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Modification: To add to Line 8: Arlington County, 4200 28th Street S., Arlington, VA 22206 approximately 5500 tons and Arlington County, 4753 Old Dominion Dr., Arlington, VA 22207 approximately 3500 tons.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Morton Salt Inc.

Commonwealth of Virginia  
Virginia Department of Transportation

By: Anthony Patton  
Anthony Patton (Nov 16, 2021 14:21 CST)

By: Brenda L. Williams

Anthony T. Patton  
Name (Type or Print)

Brenda L. Williams  
Name (Type or Print)

Director, Bulk Deicing US Government Sales  
Title (Type or Print) Nov 16, 2021  
Date Signed

Procurement Manager  
Title (Type or Print) 11-19-2021  
Date Signed

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

This Contract is a result of IFB 156773 for Sodium Chloride Bulk (Road Salt) delivered to various locations within the Northern Virginia District for winter deicing operations all terms and conditions shall apply.

Contractor POC: Na-Tia Douglas 312-807-2384 email: ndouglas@mortonsalt.com

Morton Salt Customer Service: 855-665-4540 email: buyroadsalt@mortonsalt.com

VDOT CA:  
Elizabeth Fleet

10/4/2021 Modification #1: To add the following locations to line 2(Fairfax County): USAG Fort Belvoir, 6020 15th Street, Fort Belvoir, VA 22060 contact: Mr. Michael Wolfe Phone number (703) 806-0060, michael.a.wolfe62.civ@mail.mil., City of Alexandria, 133 South Quaker Lane, Alexandria, VA 22314, contact: Mark Gundersen cell (703) 859-1677 mark.gundersen@alexandriava.gov  
George Mason University: 4400 University Drive, Physical Plant Complex-MSN-1E4 Fairfax, VA 22030 contact: Dennis Herring, 571-274-2531 email: anesbitt@gmu.edu.  
To line 8 (Arlington County): Joint Base Myher-Henderson Hall (JBM-HH) Building 444, Sheridan Avenue, Joint Base Myer-Henderson Hall, VA 22211 contact: Mike Smith, Phone Number (703) 965-6055, email michael.t.smith396.civ@mail.mil.  
To line 12 (Prince William County): City Of Manassas, 8500 Public Works Drive, Manassas, VA 20110 contact: Bud Mullins cell 703-895-3845 office: 703-257-8379 Jmullins@manassasva.gov. , Marine Corps Base Quantico (MCBQ) 3252 Barnett Avenue, Quantico, VA contact: Chris VanPelt (703) 784-3346, email christopher.d.vanpelt@usmc.mil.  
To Line 16(Loudoun County): Town Of Purcellville, 1005 20th Street, Purcellville, VA 20132 contact: Jason Didawick 540-338-7440 office 540-454-3630 cell.

11/08/2021: Modification #2: To add the following locations to Line 12; Town of Dumfries Town Shop, 3460 Canal Rd., Dumfries, VA 22026 approx. 90 tons, to Line 14 Prince William County -3 locations: Prince William County 15960 Sindlinger Way, Woodbridge, VA 22191' Prince William County 9002 Sowder Place, Nokesville, VA 20181, Prince William County 9320 Mosby St., Manassas, VA 20110 all approx. 90 Tons. To line 17 Loudoun County Public Schools two locations Loudoun County Public Schools-Delivery Location 1:1002C Sycolin Road, SE Leesburg, VA 20175 approx. 250 Tons and Delivery Location 2:38159 Colonial Highway, Hamilton, VA 20158 approx. 750 Tons. And Adding FOB locations Baltimore at \$75 Ton, Chesapeake at \$80 Ton and Clifton Forge at \$95.00 Ton.

11/17/2021: Modification #3: adding to Line 8 Town of Arlington 4200 28th S, Arlington, VA 22206 approx.: 5500 Tons and Arlington County 4753 Old Dominion Drive, Arlington, VA 22207 approx. 3500 tons. And adding FOB Port Locations Clifton Forge \$95 Ton, Chesapeake \$80 ton and Baltimore at \$75 ton.

**Contract Lines:**

| Line # | Item ID / Category | Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Open Amt |
|--------|--------------------|---|-----|-------------------|------|--------------------|----------|
| 1      | 7754577327         | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00              | 0.00 | 0.00               | 0.00     |

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 67.62000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

10,000 Fairfax AHQ, 12700 Alliance Ct., Fairfax, VA 22030  
Contact- Jason Settle, office 703-828-1293 cell 571-926-3068

Invoice to:

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

| Dispatch via Print             |                 |                         |                  |
|--------------------------------|-----------------|-------------------------|------------------|
| <b>Contract ID</b>             | <b>Version</b>  | <b>Page</b>             |                  |
| 0000000000000000000049452      | 4               | 1 of 12                 |                  |
| <b>Contract Dates</b>          | <b>Currency</b> | <b>Rate Type</b>        | <b>Rate Date</b> |
| 10/01/2021 to 09/30/2022       | USD             | CRRNT                   | PO Date          |
| <b>Description:</b>            |                 | <b>Contract Maximum</b> |                  |
| IFB156773 NOVA Sodium Chloride |                 | 0.00                    |                  |
| <b>Contract Officer Name</b>   |                 | <b>Phone</b>            |                  |
| BAYLES,DEBRA L                 |                 | 804/371-6723            |                  |

**Authorized Signature**  
*Brenda L. Williams*

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

Dispatch via Print

|   |                        |                                 |
|---|------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4    | <b>Page</b><br>2 of 12          |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |                        | <b>Rate Date</b><br>PO Date     |
|   |                        | <b>Contract Maximum</b><br>0.00 |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |                        | <b>Phone</b><br>804/371-6723    |

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 2 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 67.32000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

12000- Merrifield AHQ, 8101 Lee Hwy., Falls Church, VA 22042  
Contact- Stephen Kitta office 703-207-7344 cell 571-319-1173

Invoice to:  
VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

Deliver approximately 600 Tons to: USAG Fort Belvoir, 6020 15th Street, Fort Belvoir, VA 22060 contact: Mr. Michael Wolfe Phone number (703) 806-0060, michael.a.wolfe62.civ@mail.mil.,

Deliver approximately 50,000 Tons to: City of Alexandria, 133 South Quaker Lane, Alexandria, VA 22314,contact: Mark Gundersen cell (703) 859-1677)mark.gundersen@alexandriava.gov

Deliver approximately 100 Tons to: George Mason University: 4400 University Drive, Physical Plant Complex-MSN-1E4 Fairfax, VA 22030 contact: Dennis Herring, 571-274-2531 email: anesbitt@gmu.edu

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 3 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.02000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

12,000 tons-Newington AHQ, 8305 Cinderbed Rd., Lorton, VA 22079  
Contact-James Alexander- Office 703-339-3613 Cell 703-944-3147

Invoice to:  
VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

**Dispatch via Print**

|   |                              |                                 |
|---|------------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4          | <b>Page</b><br>3 of 12          |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD       | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride | <b>Rate Date</b><br>PO Date  | <b>Contract Maximum</b><br>0.00 |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        | <b>Phone</b><br>804/371-6723 |                                 |

**Contract Lines:**

| Line # | Item ID / Category | Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Amt  |
|--------|--------------------|---|-----|-------------------|------|--------------------|------|
| 4      | 7754577327         | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00              | 0.00 | 0.00               | 0.00 |

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 67.37000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

14,000 tons- Reston AHQ, 10907 Sunset Hills Rd., Reston, VA 22090  
Contact- James Kinlaw, office 703-438-3409 cell 571-238-7076

Invoice to:  
VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 5 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 68.02000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

17,000- Van Dorn AHQ, 5910 McGuinn Dr., Alexandria, VA 22310  
Contact Howard Stewart office 703-921-5042 cell 571-238-7091

Invoice to:  
VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

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|---|------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4    | <b>Page</b><br>4 of 12          |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |                        | <b>Rate Date</b><br>PO Date     |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |                        | <b>Contract Maximum</b><br>0.00 |
| <b>Phone</b><br>804/371-6723                          |                        |                                 |

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 6 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.52000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Fairfax Residency. The quantity is a yearly estimate and shall be delivered to the following location:

6000- Chantilly AHQ, 14900 Murdock St., Chantilly, VA 20151  
Contact Dan Roush- office 571-262-0700 cell 571-454-4344

Invoice to:  
VDOT-NOVA District Office  
FFX Business Support  
4975 Alliance Dr.  
Fairfax, VA 22030

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 7 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.32000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Interstate Residency. The quantity is a yearly estimate and shall be delivered to the following location:

9,000 tons-1-95 AHQ, 14609 Telegraph Rd., Dale City, VA 22192  
Contact- Doug Holsapple- Office 703-494-7575 Cell 571-722-5322

Invoice to:  
VDOT-District Equipment Office  
NRO Business Support  
8011 Mason King Ct.  
Manassas, VA 20109

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

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|---|------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4    | <b>Page</b><br>5 of 12          |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |                        | <b>Rate Date</b><br>PO Date     |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |                        | <b>Contract Maximum</b><br>0.00 |
| <b>Phone</b><br>804/371-6723                          |                        |                                 |

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 8 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.22000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Interstate Residency. The quantity is a yearly estimate and shall be delivered to the following location:

5,000 tons- Arlington Primaries AHQ, 1510 Columbia Pike, Arlington, VA 22204  
Contact- Russell Graham- Office 703-486-3393 Cell 571-748-8823

Invoice to:  
VDOT-District Equipment Office  
NRO Business Support  
8011 Mason King Court  
Manassas, VA 20109

Deliver approximately 200 Tons to: Joint Base Myher-Henderson Hall (JBM-HH) Building 444, Sheridan Avenue, Joint Base Myer-Henderson Hall, VA 22211 POC: Mike Smith, Building 444, Sheridan Avenue, Joint Base Myer-Henderson Hall, VA 22211; Invoice to: Northern Virginia Regional Commission (NVRC), Attn: Robert W. Lazaro, Jr., Executive Director, 3040 Williams Drive, Suite 200, Fairfax, VA 22031

Furnish and Deliver approx. 5500 tons to Town of Arlington, 4200 28th S., Arlington, VA 22206 and approx. 3500 tons to Town of Arlington, 4753 Old Dominion Drive, Arlington, VA 22207: Invoice for both locations to: Arlington County-Water Sewer Streets 4200 28th S, Arlington, VA 22206 attn: Jeremy Hassan. POC: Leroy Bernard 571-238-1085 and Jeremy Hassan 571-329-0113: Special Instructions: Must provide 24 hours advanced notice on deliveries. Deliveries limited to weekdays from 6:30am to 3:00pm unless otherwise approved. Deliveries on Saturdays or after hours must be discussed in advanced.

|   |            |   |     |      |      |      |      |
|---|------------|---|-----|------|------|------|------|
| 9 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|---|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.67000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Interstate Residency. The quantity is a yearly estimate and shall be delivered to the following location:

7,000 tons-I66 Dome, 12700 Alliance Court, Dome #2, Fairfax, VA 22030  
Contact- Ron Hickman- Cell 571-437-2564 or John Carter cell 571-722-5342

Invoice to:  
VDOT-District Equipment Office  
NRO Business Support  
8011 Mason King Court  
Manassas, VA 20109

Final = The price is final after adjustments  
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Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

**Dispatch via Print**

|   |  |                        |                                 |                             |
|---|--|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       |  | <b>Version</b><br>4    | <b>Page</b><br>6 of 12          |                             |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     |  | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |  |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |  |                        | <b>Phone</b><br>804/371-6723    |                             |

**Contract Lines:**

| Line # | Item ID / Category | Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Amt  |
|--------|--------------------|---|-----|-------------------|------|--------------------|------|
| 10     | 7754577327         | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00              | 0.00 | 0.00               | 0.00 |

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 70.72000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Interstate Residency. The quantity is a yearly estimate and shall be delivered to the following location:

40,000 tons-Beltway Dome, 5910 McGuinn Dr., Alexandria, VA 22310  
Contact- Stanley Newman office 703-313-8066, cell 571-220-5315

Invoice to:  
VDOT-District Equipment Office  
NRO Business Support  
8011 Mason King Ct.  
Manassas, VA 20109

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 11 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 70.42000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Interstate Residency. The quantity is a yearly estimate and shall be delivered to the following location:

10,000 tons-District Regional Dome, 7950 Mason King Ct., Manassas, VA 20109  
Contact- Darin Apple cell 571-340-0358 or Kenny Selvage cell 571-641-1364

Invoice to:  
VDOT-District Equipment Office  
NRO Business Support  
8011 Mason King Ct.  
Manassas, VA 20109

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
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Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

Dispatch via Print

|   |  |                        |                                 |                             |
|---|--|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       |  | <b>Version</b><br>4    | <b>Page</b><br>7 of 12          |                             |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     |  | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |  |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |  |                        | <b>Phone</b><br>804/371-6723    |                             |

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 12 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 71.92000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Prince William Residency. The quantity is a yearly estimate and shall be delivered to the following location:

6,000 tons- Dumfries AHQ, 18200 Jefferson Davis, Hwy., Dumfries, VA 22026  
Contact- Chuck Stone office 703-221-5020 cell 703-397-3499

Invoice to:  
VDOT-Manassas Residency  
Prince William Business Support  
10228 Residency Rd.  
Manassas, VA 20110

Deliver approximately 1200 Tons to: Marine corps Base Quantico (MCBQ) 3252 Barnett Avenue, Quantico, VA ;POC: Chris VanPelt, 3252 Barnett Avenue, Quantico, VA Phone Number (703) 784-3346, email christopher.d.vanpelt@usmc.mil  
Secondary POC (name, phone number, email) - MCBQ, Attn: Kelvin Murphy, 3250 Catlin Ave, Invoice to: Northern Virginia Regional Commission (NVRG), Attn: Robert W. Lazaro, Jr., Executive Director, 3040 Williams Drive, Suite 200, Fairfax, VA 22031

Deliver approximately 2000 Tons to: City Of Manassas 8500 Public Works Drive, Manassas, VA 20110; POC; Primary Contact: Bud Mullins cell 703-895-3845 office: 703-257-8379 Jmullins@manassasva.gov. Secondary Contact: Glen Martin 571-436-0874 cell 703-257-8365 office ' Invoice to: City of Manassas,8500 Public Works Drive, Street Department, Manassas, VA 20110 (703)257-8347; Special Instructions: Salt dome is in back of the yard. No pile is to be dumped outside of the Salt Dome.

Furnish and Deliver approx. 90 Tons to: Town of Dumfries Dumfries Town Shop, 3460 Canal Rd., Dumfries, VA 22026.  
Invoice to: Town of Dumfries, 17755 Main St., Dumfries, VA 22026 Contact: Terry Myers - 703-221-3400 x 117 Cell - 571-263-2428, FAX 703-221-3544. Delivery contact: Ray Lowry - 571-288-8191.

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 13 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 70.42000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Prince William Residency. The quantity is a yearly estimate and shall be delivered to the following location:

6,000 tons-Gainesville AHQ, 14831 Lee Hwy, Gainesville, VA 20155  
Contact- Kevin Kraus- Office 571-261-3890 Cell 571-220-5272

Invoice to:  
VDOT-Manassas Residency  
Prince William Business Support

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

10228 Residency Rd.  
Manassas, VA 20110

Dispatch via Print

|   |  |                        |                                 |                             |
|---|--|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       |  | <b>Version</b><br>4    | <b>Page</b><br>8 of 12          |                             |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     |  | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |  |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |  |                        | <b>Phone</b><br>804/371-6723    |                             |

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 14 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 68.32000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Prince William Residency. The quantity is a yearly estimate and shall be delivered to the following location:

5,000 tons- Lake Ridge AHQ, 13000 Chinn Park Dr., Woodbridge, VA 22192  
Contact- Mike Collier- Office 703-590-7109 Cell 571-749-8056

Invoice to:  
VDOT-Manassas Residency  
Prince William Business Support  
10228 Residency Rd.  
Manassas, VA 20110

Furnish and Deliver approx. 90 Tons to the e Prince William locations listed below:  
1. Prince William County 15960 Sindlinger Way, Woodbridge , VA 22191;  
2. Prince William County 9002 Sowder Place, Nokesville, VA 20181  
3. Prince William County 9320 Mosby St., Manassas, VA 20110; Invoice to for all 3 locations: PWC Buildings & Grounds, 9412 Peabody St., Manassas, VA 20110 Billing Contact: Account Services Coordinator 703-792-6377: POC: Jill Holley 703-792-4207 Cell:571-238-7039

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 15 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 70.72000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Prince William Residency. The quantity is a yearly estimate and shall be delivered to the following location:

7,000 tons-Manassas AHQ, 10228 Residency Rd., Manassas, VA 20110  
Contact- Glenn Gill- Office 703-366-1908 Cell 571-221-6074

Invoice to:  
VDOT-Manassas Residency  
Prince William Business Support  
10228 Residency Rd.  
Manassas, VA 20110

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

|                             |
|-----------------------------|
| <b>Authorized Signature</b> |
|-----------------------------|

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

Dispatch via Print

|   |  |                        |                                 |                             |
|---|--|------------------------|---------------------------------|-----------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       |  | <b>Version</b><br>4    | <b>Page</b><br>9 of 12          |                             |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     |  | <b>Currency</b><br>USD | <b>Rate Type</b><br>CRRNT       | <b>Rate Date</b><br>PO Date |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride |  |                        | <b>Contract Maximum</b><br>0.00 |                             |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |  |                        | <b>Phone</b><br>804/371-6723    |                             |

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

**Contract Lines:**

| Line # | Item ID / Category | Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Amt  |
|--------|--------------------|---|-----|-------------------|------|--------------------|------|
| 16     | 7754577327         | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00              | 0.00 | 0.00               | 0.00 |

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 70.17000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Loudoun Residency. The quantity is a yearly estimate and shall be delivered to the following location:

6,000 tons- Leesburg AHQ, 41 Lawson Rd., SE, Leesburg, VA 20175  
Contact- Jeff Beach- office 703-737-2010, Cell 571-246-5396

Invoice to:  
VDOT-Loudoun Residency  
Loudoun Business Support  
41 Lawson Rd., SE  
Leesburg, VA 20175

Deliver approximately 600 Tons to: Town Of Purcellville, 1005 20th Street, Purcellville, VA 20132, POC: Jason Didawick 540-338-7440 office 540-454-3630 cell;

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 17 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 69.11000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Loudoun Residency. The quantity is a yearly estimate and shall be delivered to the following location:

8,000 tons- Arcola AHQ., 41880 John Mosby Hwy, Arcola, VA 20105  
Contact- Jerry Compton office 703-327-6925 cell 571-246-5364

Invoice to:  
VDOT-Loudoun Residency  
Loudoun Business Support  
41 Lawson Rd., SE  
Leesburg, VA 20175

Furnish and Deliver to location 1: approx. 250 Tons and location 2 approx. 750 tons for Loudoun County Public Schools:  
1: Loudoun County Public Schools-Delivery Location 1002C Sycolin Road, SE Leesburg, VA 20175  
2: Loudoun County Public Schools 38159 Colonial Highway, Hamilton, VA 20158; Invoice for both locations to: Loudoun County Public Schools 1002C Sycolin Road, SE, Leesburg, VA 20175: POC: Primary Contact: David Hiemburger (General Maintenance Supervisor) (571) 437-2617 Secondary Contact: Ricky Pratt (General Maintenance Crew Chief) (571) 291-0320. Special Instructions: Hours of Operation:6:00am to 3:00pm.

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**

# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

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|   |                              |                                 |
|---|------------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4          | <b>Page</b><br>10 of 12         |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD       | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride | <b>Rate Date</b><br>PO Date  | <b>Contract Maximum</b><br>0.00 |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        | <b>Phone</b><br>804/371-6723 |                                 |

**Contract Lines:**

| Line # | Item ID / Category | Item Desc   | UOM | Minimum Order Qty | Amt  | Maximum / Open Qty | Amt  |
|--------|--------------------|---|-----|-------------------|------|--------------------|------|
| 18     | 7754577327         | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00              | 0.00 | 0.00               | 0.00 |

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 73.67000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Loudoun Residency. The quantity is a yearly estimate and shall be delivered to the following location:

4,000 St. Louis AHQ, 22025 St. Louis Rd., Middleburg, VA 20117  
Contact- Jamie Vroman office 540-687-8512, cell 571-238-7095

Invoice to:  
VDOT-Loudoun Residency  
Loudoun Business Support  
41 Lawson Rd., SE  
Leesburg, VA 20175

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 19 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

**Pricing Agreement:** Pricing Date: PO Date  
Pricing Quantity: PO Date  
Quantity Type: Quantity To Date

Contract Base Pricing 72.23000 LTN MAIN

Furnish and Deliver Bulk Sodium Chloride to Loudoun Residency. The quantity is a yearly estimate and shall be delivered to the following location:

3,000 Hillsboro AHQ, 37151 Koerner Lane, Purcellville, VA 20132  
Contact- Kevin Long- Office 540-668-6254 Cell 571-261-5423

Invoice to:  
VDOT-Loudoun Residency  
Loudoun Business Support  
41 Lawson Rd., SE  
Leesburg, VA 20175

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

Dispatch via Print

|   |                             |                                 |
|---|-----------------------------|---------------------------------|
| <b>Contract ID</b><br>0000000000000000000049452       | <b>Version</b><br>4         | <b>Page</b><br>11 of 12         |
| <b>Contract Dates</b><br>10/01/2021 to 09/30/2022     | <b>Currency</b><br>USD      | <b>Rate Type</b><br>CRRNT       |
| <b>Description:</b><br>IFB156773 NOVA Sodium Chloride | <b>Rate Date</b><br>PO Date |                                 |
| <b>Contract Officer Name</b><br>BAYLES,DEBRA L        |                             | <b>Contract Maximum</b><br>0.00 |
| <b>Phone</b><br>804/371-6723                          |                             |                                 |

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 20 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 0.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                  |
|---------------------------|-------------------|------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date          |
|                           | Pricing Quantity: | PO Date          |
|                           | Quantity Type:    | Quantity To Date |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 72.96000 | LTN | MAIN |
|-----------------------|----------|-----|------|

Furnish and Deliver Bulk Sodium Chloride to Loudoun Residency. The quantity is a yearly estimate and shall be delivered to the following location:

10,000- Round Hill Lot, 35430 Simpsons Creek Rd., Round Hill, VA, 20141  
Contact- Jamie Vroman cell 571-238-7095 or Jeff Burke cell 571-748-8126

Invoice to:  
VDOT-Loudoun Residency  
Loudoun Business Support  
41 Lawson Rd., SE  
Leesburg, VA 20175

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 21 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 1.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                        |
|---------------------------|-------------------|------------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date                |
|                           | Pricing Quantity: | PO Date                |
|                           | Quantity Type:    | Current Order Quantity |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 75.00000 | LTN | MAIN |
|-----------------------|----------|-----|------|

FOB PRICING FOR PICKUP BY STATE TRUCKS FROM PORT LOCATION BALTIMORE

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 22 | 7754577327 | SALT, SODIUM CHLORIDE, FOR ROAD MAINTENANCE SALT, SODIUM CHLORIDE, BULK | LTN | 1.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                        |
|---------------------------|-------------------|------------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date                |
|                           | Pricing Quantity: | PO Date                |
|                           | Quantity Type:    | Current Order Quantity |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 95.00000 | LTN | MAIN |
|-----------------------|----------|-----|------|

FOB PRICING FOR CLIFTON FORGE STOCKPILE PICKUP BY STATE TRUCKS FROM CLIFTON FORGE STOCKPILE.

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



# CONTRACT



## VA Dept of Transportation

VDOT Central Office  
1201 E Broad St  
Richmond VA 23219  
USA

**Supplier** 0000110428  
Morton Salt Incorporated  
Christine Rucinski  
444 West Lake Street  
29th Floor  
VA00069032  
EVAAD544324  
Chicago IL 60606  
USA

VDOT CA 10003 Debbie Bayles 312/807-3470

Dispatch via Print

|                                |                         |                  |
|--------------------------------|-------------------------|------------------|
| <b>Contract ID</b>             | <b>Version</b>          | <b>Page</b>      |
| 0000000000000000000049452      | 4                       | 12 of 12         |
| <b>Contract Dates</b>          | <b>Currency</b>         | <b>Rate Type</b> |
| 10/01/2021 to 09/30/2022       | USD                     | CRRNT            |
| <b>Description:</b>            | <b>Contract Maximum</b> |                  |
| IFB156773 NOVA Sodium Chloride | 0.00                    |                  |
| <b>Contract Officer Name</b>   | <b>Phone</b>            |                  |
| BAYLES,DEBRA L                 | 804/371-6723            |                  |

|    |            |   |     |      |      |      |      |
|----|------------|---|-----|------|------|------|------|
| 23 | 7754577327 | SALT, SODIUM CHLORIDE, FOR<br>ROAD MAINTENANCE SALT, SODIUM<br>CHLORIDE, BULK | LTN | 1.00 | 0.00 | 0.00 | 0.00 |
|----|------------|---|-----|------|------|------|------|

|                           |                   |                        |
|---------------------------|-------------------|------------------------|
| <b>Pricing Agreement:</b> | Pricing Date:     | PO Date                |
|                           | Pricing Quantity: | PO Date                |
|                           | Quantity Type:    | Current Order Quantity |

|                       |          |     |      |
|-----------------------|----------|-----|------|
| Contract Base Pricing | 80.00000 | LTN | MAIN |
|-----------------------|----------|-----|------|

FOB PRICING FOR PICKUP BY STATE TRUCKS FROM PORT LOCATION CHESAPEAKE

Final = The price is final after adjustments  
Hard = Apply adjustments regardless of other adjustments  
Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**