



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

# Request for Quotation

RFQ NUMBER
667C0003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON 304-558-2402

VENDOR

\*823000712      800-323-1641  
 NORTH AMERICAN SALT CO  
 9900 WEST 109TH ST #600  
 OVERLAND PARK KS 66210

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

*2ND ALT. BID*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: **08/02/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
<p>SODIUM CHLORIDE</p> <p>VENDOR SHOULD TYPE PRICES</p> <p>OPEN END CONTRACT</p> <p>FURNISH ALL LABOR, MATERIALS AND EQUIPMENT TO SUPPLY SODIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AT THE LOCATIONS AND IN THE ESTIMATED QUANTITIES SET OUT IN THE ATTACHED BID SCHEDULES.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Angelo C. BRISIMITZAKIS	TELEPHONE	800-323-1641
	DATE	7/28/06	
TITLE	President + CEO	FEIN	48-1047632
ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Oylo RA</i>	800-323-1641	7/28/06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President & CEO	48-1047632		

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S H I P T O

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p>REV. 04/11/2001</p> <p><b>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><b>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800-323-1641	7/28/06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President + CEO	48-1047632		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-323-1641	7/28/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President + CEO	48-1047632	

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DATE PRINTED: <b>07/13/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/02/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BIDDER: <i>North American SALT Co.</i> DATE: <i>7-28-06</i> SIGNED: <i>[Signature]</i> TITLE: <i>President + CEO</i>		
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:		JJ-33				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>800-323-1641</b>	DATE <b>7/28/06</b>
TITLE <b>President + CEO</b>	FEIN <b>48-1047632</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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### 1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways  
Contract Administration Division  
Building 5, Room A-729  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305

Sodium Chloride shall conform to the requirements of ASTM D632-83 and Type I, Grade 1 and shall be delivered in bulk.

### 2. ACCEPTANCE AND DELIVERY GUARANTEE

The Division of Highways guarantees acceptance of seventy (70) percent of the total estimated quantity awarded to an individual vendor. However, conditions may dictate adjustment of the actual quantities delivered to specified sites.

The Vendor shall guarantee delivery, as requested by the Division of Highways, of one hundred and twenty-five (125) percent of the total estimated award quantity stated in this contract. All guaranteed deliveries shall be completed prior to March 15, 2006.

Bidder agrees, by execution of this bid, that the guaranteed accepted quantity (seventy percent of total estimated needs) shall be delivered to Division of Highways storage sites or in a Department of Environmental Protection approved stockpile(s) by December 15, 2006.

### 3. BIDDING INSTRUCTIONS

The purpose of this contract is to provide for the delivery of Sodium Chloride to the various locations listed in the bidding schedule. Actual quantities to be delivered to each location will be specified in a State Contract Purchase Order (SCO), which will be issued by the Department of Highways at the time delivery is required.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.



4. CONTRACT AWARD

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site" will be awarded a contract for this item ( see section 11 ).

Qualified Vendors who submit a valid bid for "FOB Division's Storage Site" will be awarded a contract for those locations for which their bid is low.

In the event a Vendor fails to conform to the requirements set out in this contract document, the State Contract Purchase Order or the governing specifications, the Purchase Order Contract may be canceled and re-awarded to the next low bidder.

All qualified Vendors who submit a valid bid for "FOB Vendor's Storage Site" will be awarded a contract for this item (see section 11).

5. DELIVERY

A State Contract Purchase Order (SCO) for delivery to individual Division of Highways Storage Sites will be issued to the Vendor awarded a contract for that specific location (see Bid Schedule).

From December 1, 2006 through March 31, 2007 delivery shall be made within seven (7) calendar days after vendor is notified by the Division of Highways.

In the event the Vendor to which the SCO is issued is unable to comply with the specified delivery schedule the Division may, at it's option, cancel all or part of the SCO and obtain the required quantity of Sodium Chloride from the most economical available source.

6. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

West Virginia Division of Highways  
Materials Division  
190 Dry Branch Road  
Charleston, West Virginia 25306  
Phone Number 304-558-3175

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

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 308.5 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, Adopted 2000 as modified by the current Supplemental Specifications.

8. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the above prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangements for payment.

9. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- a) All Weight Ticket numbers for material delivered during the invoicing period.
- b) Division of Highways State Contract Purchase Order (SCO) Number, and this Contract Number.
- c) Total quantity and unit price with the total cost of each type of material furnished.

NOTE: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Purchase Order (SCO).



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RECEIVED  
 JUL 27 2006

VENDOR

\*823000712      800-323-1641  
 NORTH AMERICAN SALT CO  
 9900 WEST 109TH ST #600  
 OVERLAND PARK KS 66210

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

*ANGIE MOORMAN 304-558-9427*

DATE PRINTED 07/26/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/09/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				REVISED BID SCHEDULE FOR DISTRICT #1 ATTACHED. (CHANGES TO ESTIMATED QUANTITIES).		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 08-02-06 AT 1:30 P.M.		
				TO: 08-09-06 AT 1:30 P.M.		
				NO OTHER CHANGES.		
0001	1	TN		775-45		
				SODIUM CHLORIDE		
***** THIS IS THE END OF RFQ 667C0003 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*      TELEPHONE 800-323-1641      DATE 7/31/06

FFILE President + CEO      FEIN 48-1047632      ADDRESS CHANGES TO BE NOTED ABOVE

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10. BID SCHEDULE

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE  
(DOH CLASSIFICATION 011-010-000001)

DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Boone	Clinton (WV 85)	960	<u>51.00</u>
Boone	Rock Creek	1300	<u>48.45</u>
Boone	Seth	810	<u>47.08</u>
Clay	Cr 11 Widen Road	1020	<u>51.25</u>
Clay	Maysel	480	<u>51.50</u>
Kanawha	Chelyan	1050	<u>46.05</u>
Kanawha	Elkview	1260	<u>49.95</u>
Kanawha	North Charleston	1650	<u>48.10</u>
Kanawha	St. Albans	1050	<u>48.95</u>
Mason	Point Pleasant	1680	<u>43.88</u>
Putnam	Red House	660	<u>45.90</u>
Putnam	Hurricane (Rt. 34)	510	<u>45.29</u>
I-64 Section 2	Scary	690	<u>48.55</u>
I-64 Section 3	Rt. 119 & Penn Ave.	1110	<u>47.75</u>
I-77 Section 3	Sissonville	870	<u>49.35</u>
I-79 Section 6	Anna	750	<u>51.65</u>
Corr. G.	Alum Creek	810	<u>49.70</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 2

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Cabell	Barboursville	2500	<u>43.68</u>
Lincoln	West Hamlin	900	<u>46.29</u>
Lincoln	Yawkey	800	<u>50.15</u>
Lincoln	Harts	800	<u>51.45</u>
Logan Substation	Chapmanville	800	<u>52.85</u>
Corridor G Hdq.	Chapmanville	1000	<u>52.85</u>
Logan	Wilkinson HQ	1300	<u>53.55</u>
Logan	Man	1000	<u>55.65</u>
Mingo & Corr. G.	Miller's Creek	2200	<u>53.94</u>
Mingo	Gilbert	800	<u>55.71</u>
Wayne	Pritchard	800	<u>44.34</u>
Wayne	Wayne HQ	1200	<u>47.03</u>
Wayne	Crum	600	<u>49.17</u>
I-64	Huntington	1400	<u>43.27</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Calhoun	Millstone	1000	<u>55.15</u>
Jackson	Ripley	1500	<u>50.90</u>
Pleasants	Belmont	700	<u>43.65</u>
Ritchie	Ellenboro	1500	<u>47.74</u>
Roane Wv 36	Lefthand	200	<u>51.25</u>
Roane US119	Lefthand (Amber Hill)	100	<u>50.55</u>
Roane	Spencer	1000	<u>51.50</u>
Wirt	Elizabeth	1000	<u>47.74</u>
Wood	Parkersburg (Rt. 95S)	1500	<u>43.01</u>
Corridor D	Nutter Farm	500	<u>46.56</u>
Corridor D	Greenwood	700	<u>48.34</u>
I-77	Parkersburg	1500	<u>45.37</u>
I-77 Section 2	Medina	700	<u>48.99</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE  
(DOH CLASSIFICATION 011-010-000001)  
DISTRICT 4

COUNTY	DELIVERY SITE	ESIMATED NEEDS (TONS)	BID PRICE (PER TON)
Doddridge	Smithburg	1500	<u>47.43</u>
Harrison	Gore	4000	<u>49.12</u>
Harrison	Saltwell	1500	<u>49.69</u>
Marion	Fairmont	1500	<u>50.82</u>
Marion	Mannington	1000	<u>52.95</u>
Monongalia	Sabraton	3500	<u>47.77</u>
Monongalia	Pentress	1500	<u>49.44</u>
Preston	Albright	2500	<u>50.82</u>
Preston	Bruceton	1500	<u>48.07</u>
Preston	Terra Alta	1000	<u>50.13</u>
Preston	Fellowsville	1100	<u>53.58</u>
Preston	Aurora	1500	<u>51.51</u>
Taylor	Fetterman/Prunytown	2500	<u>51.51</u>
APD 50	Tunnel Hill	2500	<u>49.12</u>
I-68	Cooper's Rock	4000	<u>48.07</u>
I-79	Goshen Road	2500	<u>48.07</u>
I-79	Lost Creek	2500	<u>50.68</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 5

COUNTY	DELIVERY SITES	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Berkeley & I-81	Martinsburg	3000	<u>68.27</u>
Grant	Petersburg	1000	<u>N.B.</u>
Grant	Mt. Storm	2000	<u>66.14</u>
Hampshire	Romney	700	<u>61.33</u>
Hampshire	Capon Bridge	400	<u>64.09</u>
Hampshire	Slanesville	300	<u>62.71</u>
Hardy	Moorefield	900	<u>N.B.</u>
Hardy	Baker	1300	<u>N.B.</u>
Jefferson	Charles Town	1000	<u>N.B.</u>
Mineral	New Creek	800	<u>55.96</u>
Mineral	Sky Line	800	<u>55.96</u>
Mineral	Short Gap	300	<u>55.96</u>
Morgan	Berkeley Springs	900	<u>60.09</u>
Morgan	Largent	350	<u>60.09</u>



10. BID SCHEDULE (continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Brooke	Wellsburg	2500	<u>45.23</u>
Brooke	Weirton	2000	<u>44.89</u>
Hancock	New Manchester	2000	<u>44.18</u>
Marshall	Glen Dale	3500	<u>45.37</u>
Marshall	Cameron Sub.	1500	<del>3</del> <u>48.07</u>
Ohio	Triadelphia	2500	<u>45.84</u>
Tyler	Sistersville	1000	<u>44.31</u>
Tyler	Centerville Sub.	1000	<u>48.49</u>
Wetzel	New Martinsville	1900	<u>44.01</u>
Wetzel	Pine Grove Sub.	1000	<u>46.49</u>
Wetzel	Hundred Sub.	1200	<u>48.76</u>
I-70	Woodland (Triadelphia)	2700	<u>43.06</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)  
DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Barbour	Phillipi	2500	52.43
Barbour	Belington	1500	52.95
Braxton	Gassaway	1000	52.90
Braxton	Heaters	800	54.65
Gilmer	Glenville	1200	56.65
Lewis	Weston (Ben Dale)	1800	52.43
Upshur	Buckhannon (Clow Lot)	2300	52.95
Upshur	Tennerton	800	52.95
Upshur	APD-Buckhannon-Mudlick	800	52.95
Upshur	Kanawha Head	800	55.65
Webster	Cherry Falls	1000	55.95
Webster	Cowen	800	53.95
Webster	Hacker Valley	300	56.10
I-79 Section 5	Coon Knob	1400	54.20
I-79 Section 4	Burnsville	1200	54.12
I-79 Corridor H	Disforces-Weston-Mudlick	1200	52.93

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE  
(DOH CLASSIFICATION 011-010-000001)  
DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (Per Ton)
Pendleton	Franklin	1000	<u>65.77</u>
Pendleton	Judy Gap	500	<del>54.63</del>
Pendleton	Brandywine	300	<u>67.53</u>
Pendleton	Onego	250	<u>64.14</u>
Pocahontas	Marlinton	800	<u>61.25</u>
Pocahontas	Seebert	700	<u>59.65</u>
Pocahontas	Green Bank	600	<u>66.35</u>
Pocahontas	Bartow (Thornwood)	500	<u>68.10</u>
Pocahontas	Slaty Fork	800	<u>60.30</u>
Randolph	Elkins	3500	<u>54.12</u>
Randolph	Harmon	1200	<u>58.82</u>
Randolph	Coalton	2000	<u>54.12</u>
Randolph	Valley Head	500	<u>60.65</u>
Randolph	Mill Creek	1500	<u>61.35</u>
Randolph	Pickens	350	<u>61.35</u>
Tucker	Parsons	1500	<u>57.48</u>
Tucker	Thomas	2000	<u>59.82</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
Fayette	Oak Hill	2000	<u>50.15</u>
Fayette	Corridor L Oak Hill	1000	<u>50.15</u>
Fayette	Lookout	2000	<u>50.65</u>
Fayette	Glen Ferris	900	<u>46.95</u>
Greenbrier	Lewisburg	1200	<u>56.65</u>
Greenbrier	Crawley	2000	<u>55.05</u>
Monroe	Union	800	<u>56.45</u>
Monroe	Peterstown	400	<u>54.85</u>
Nicholas	Summersville	2000	<u>52.45</u>
Nicholas	Curtin	1200	<u>55.45</u>
Summers	Summers Co. HQ	2000	<u>54.65</u>
I-64	Harts Run	1200	<u>55.65</u>
APD 19	Muddlety	1800	<u>53.85</u>

10. BID SCHEDULE (Continued)

Delivery: F.O.B. Division's Storage Site

SODIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000001)

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	BID PRICE (PER TON)
McDowell	Havaco	1600	<u>57.65</u>
McDowell	Yukon	400	<u>59.90</u>
McDowell	Johnnycake Mt.	600	<u>57.50</u>
McDowell	Raysel	200	<u>59.35</u>
Mercer	Mercer Co. HQ	3800	<u>54.40</u>
Mercer	Flat Top	1200	<u>53.65</u>
Raleigh	Raleigh Co. HQ	3600	<u>51.15</u>
Raleigh	Bolt	1500	<u>55.90</u>
Wyoming	Pineville	3000	<u>57.45</u>
Wyoming	Still Run	2500	<u>56.85</u>
Wyoming	Hanover	600	<u>55.25</u>
I-77	Princeton	2200	<u>54.50</u>
I-64	Bragg	2800	<u>53.40</u>



# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**


The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: NORTH AMERICAN SALT Co.

Authorized Signature:  Date: 7/28/06  
President \* CEO

**ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
NORTH AMERICAN SALT COMPANY**

June 2, 2006

The undersigned, being the sole member of the Board of Directors of North American Salt Company, a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.


WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride, and any other documents which, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

G.O. Young	Vice President of Sales and Marketing, Highway Deicing
Patrick Heenan	Director of Sales
Sean Lierz	Sales Manager
Lisa Pruitt	Sales Support Supervisor
Linda Winter	Senior Sales Manager
John Fallis	Vice President and General Manager, Highway Deicing

FURTHER RESOLVED, that all actions heretofore taken by the aforementioned, for and on behalf of the Company, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this consent as of the day and year first written above.

  
\_\_\_\_\_  
Angelo C. Brisimitzakis





9900 West 109<sup>th</sup> Street – Suite 600  
 Overland Park, Kansas 66210  
 Phone 800-323-1641 Fax 800-338-7945

**DE-ICING SALT**

**PRODUCTION LOCATION**

Cote Blanche, Louisiana

**PRODUCT DESCRIPTION**

Rock salt obtained by conventional mining methods, crushed, and screened to size.

**TYPICAL SCREEN ANALYSIS**

Retained and Cumulative (95% Confidence)

U.S.S. Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
½		0.500	0.3	0-1	0.3	0-1
0.375	0.371	0.375	6.5	0-16	6.8	0-15
4	4	0.1870	30.1	10-50	37.0	11-63
8	8	0.0937	33.7	23-45	70.6	47-94
30	28	0.0234	24.6	5-45	95.3	89-100
Pan	Pan		4.7	0-11	100.0	

Average Particle Size ~0.151 inches (5.5 mesh)

**PHYSICAL PROPERTIES**

Bulk Density 72 lbs/cubic foot

Chemical Analysis (95% Confidence)	Chemical	Unit	Typical	Range
Sodium Chloride	NaCl	(%)	98.93	98.70 - 99.12
Calcium Sulfate	CaSO <sub>4</sub>	(%)	0.87	0.56 - 1.18
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.01	0.00 - 0.03
Magnesium Sulfate	MgSO <sub>4</sub>	(%)	0.01	0.00 - 0.02
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.00	0.00 - 0.01
Sodium Sulfate	Na <sub>2</sub> SO <sub>4</sub>	(%)	0.10	0.00 - 0.43
Moisture	H <sub>2</sub> O	(%)	0.03	0.00 - 0.08
Water Insolubles		(%)	0.04	0.00 - 0.08

**METHOD OF ANALYSIS**

American Society for Testing and Materials Procedure D632-94 and E524-91

All other testing is from North American Salt's internal quality control procedures, which are available upon request.

**ADMIXTURE**

Sodium Ferrocyanide (YPS) added - If requested by customer

Product Description and Codes	UPC code	Product Code
Bulk		7608

**P  
R  
O  
D  
U  
C  
T  
D  
A  
T  
A  
S  
H  
E  
E  
T**

September 2005

Information herein is intended to be indicative and not to be interpreted as a specification and no warranty is given



9900 West 109<sup>th</sup> Street – Suite 600  
 Overland Park, Kansas 66210  
 Phone 800-323-1641 Fax 800-338-7945

**DE-ICING ROCK SALT**

**PRODUCTION LOCATION**

Goderich, Ontario

**PRODUCT DESCRIPTION**

Rock salt obtained by conventional mining methods, crushed, and screened to size.

**TYPICAL SCREEN ANALYSIS**

Retained and Cumulative (95% Confidence)

Tyler Mesh	USS Mesh	Open (mm)	Ret. %	Range %	Cum. %	Range %
0.500	0.500	12.7	0.0	0 - 1	0.0	0 - 1
0.371	3/8	9.5	1.1	0 - 3	1.1	0 - 3
4	4	4.75	33.3	27 - 40	34.4	27 - 42
8	8	2.36	36.1	31 - 41	70.4	61 - 80
14	16	1.18	15.1	11 - 19	85.6	78 - 93
28	30	0.60	8.0	2 - 14	93.6	90 - 97
Pan	Pan		6.2	3 - 9		

Average Particle Size 3.71 millimeters (5.7 mesh)

**ADMIXTURE**

Sodium ferrocyanide (YPS) added as anti-caking agent.

Chemical Analysis (95% Confidence)		Typical	Range
Sodium Chloride	NaCl (%)	97.01	95.81 - 98.22
Moisture	(%)	0.05	0.00 - 0.11
Water Insolubles	(%)	0.81	0.27 - 1.34

**METHOD OF ANALYSIS**

American Society for Testing and Materials Procedure E534 - 91 and D632-94.

All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

**PHYSICAL PROPERTIES**

Bulk Density 1220 kg/m<sup>3</sup> (76 lbs/ft<sup>3</sup>)

Product Description and Codes	UPC Code	Product Code
Bulk		6615

P  
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O  
D  
U  
C  
T  
  
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A  
T  
A  
  
S  
H  
E  
E  
T



# MATERIAL SAFETY DATA SHEET

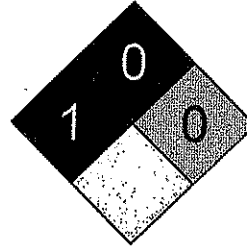
## 1. Product and Company Identification

**Product Name** Sodium Chloride, Salt  
**CAS #** 7647-14-5  
**Product use** De-icer. General industrial and water softening/conditioning purposes.  
**Manufacturer** North American Salt Company  
 9900 West 109th St., Suite 600  
 Overland Park, KS 66210 US  
 Phone: 913-344-9200

**Supplier** Compass Minerals International  
 9900 West 109th Street, Suite 600  
 Overland Park, KS 66210 US  
 Phone: 913-344-9200  
 Website: www.compassminerals.com

LEGEND HMIS/NFPA	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

Health	/ 1
Flammability	0
Physical Hazard	0
Personal Protection	E



## 2. Hazards Identification

**Emergency overview** CAUTION  
EYE AND SKIN IRRITANT.

**Potential short term health effects**

**Routes of exposure** Eye, Skin contact, Inhalation, Ingestion.

**Eyes** May cause irritation.

**Skin** May cause irritation.

**Inhalation** Dusts of this product may cause irritation of the nose, throat, and respiratory tract.

**Ingestion** May cause stomach distress, nausea or vomiting.

**Target organs** Eyes. Skin. Respiratory system.

**Chronic effects** Prolonged or repeated exposure can cause drying, defatting and dermatitis.

**Signs and symptoms** Symptoms may include redness, edema, drying, defatting and cracking of the skin. Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

## 3. Composition / Information on Ingredients

Ingredient(s)	CAS #	Percent
Sodium chloride	7647-14-5	60 - 100

## 4. First Aid Measures

**First aid procedures**

**Eye contact** Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.

**Skin contact** Brush away excess of dry material. Flush with water. Obtain medical attention if irritation persists.

**Inhalation** If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.

**Ingestion** Do not induce vomiting. Rinse mouth with water, then drink one or two glasses of water. Obtain medical attention. Never give anything by mouth if victim is unconscious, or is convulsing.

**Notes to physician** Symptoms may be delayed.

**General advice** None Available.

## 5. Fire Fighting Measures

**Flammable properties** Not flammable by WHMIS/OSHA criteria. May be combustible at high temperatures.

**Extinguishing media**

Suitable extinguishing media	Treat for surrounding material.
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Unsuitable extinguishing media	Not available
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**Protection of firefighters**

Specific hazards arising from the chemical	Not available
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Protective equipment for firefighters	Firefighters should wear full protective clothing including self contained breathing apparatus.
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**6. Accidental Release Measures****Personal precautions**

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

**Methods for containment**

None necessary.

**Methods for cleaning up**

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

**7. Handling and Storage****Handling**

Avoid breathing dusts from this material.

**Storage**

Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

**8. Exposure Controls / Personal Protection****Exposure limits****Ingredient(s)****Exposure Limits**

Sodium chloride

ACGIH-TLV

Not established

OSHA-PEL

Not established

**Engineering controls**

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

**Personal protective equipment****Eye / face protection**

Safety glasses.

**Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

**Skin and body protection**

As required by employer code.

**Respiratory protection**

Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.

**General hygiene considerations**

Handle in accordance with good industrial hygiene and safety practice. When using do not eat or drink. Wash hands before breaks and immediately after handling the product.

**9. Physical & Chemical Properties****Appearance**

Crystalline.

**Color**

White

**Form**

Crystals

**Odor**

Odorless.

Odor threshold	Not available
Physical state	Solid
pH	6 - 8 (Neutral)
Melting point	800.9 °C (1473.8 °F)
Freezing point	Not available
Boiling point	1413 °C (2575.4 °F)
Flash point	Not available
Evaporation rate	Not available
Flammability limits in air, lower, % by volume	Not applicable
Flammability limits in air, upper, % by volume	Not applicable
Vapor pressure	0.1 kPa (1 mmHg) @ 865°C
Vapor density	Not applicable
Specific gravity	2.17 (H2O = 1)
Relative density	2.17 g/cm3
Octanol/water coefficient	Not available
Solubility (H2O)	36g/100g H2O @ 20°C
Auto-ignition temperature	Not available
Viscosity	Not applicable
Percent volatile	0 % w/w
Molecular weight	58.4400 g/mole
Molecular formula	NaCl

## 10. Chemical Stability & Reactivity Information

Chemical stability	Stable under recommended storage conditions.
Conditions to avoid	Do not mix with incompatible materials.
Incompatible materials	Reactive with oxidizing agents, acids, lithium, bromine trifluoride.
Hazardous decomposition products	May include and are not limited to: Chlorine, sodium oxides
Possibility of hazardous reactions	Hazardous polymerization does not occur.

## 11. Toxicological Information

Component analysis - LC50	
Ingredient(s)	LC50
Sodium chloride	> 21000 mg/m3 rat
Component analysis - Oral LD50	
Ingredient(s)	LD50
Sodium chloride	3000 mg/kg rat
Effects of acute exposure	
Eye	May cause irritation.
Skin	May cause irritation.
Inhalation.....	Dusts of this product may cause irritation of the nose, throat, and respiratory tract.....
Ingestion	May cause stomach distress, nausea or vomiting.
Sensitization	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Chronic effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Carcinogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Mutagenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Reproductive effects	Not classified or listed by IARC, NTP, OSHA and ACGIH.
Teratogenicity	Not classified or listed by IARC, NTP, OSHA and ACGIH.

## 12. Ecological Information

Ecotoxicity	Maybe harmful to freshwater aquatic species and to plants that are not saline tolerant.
Environmental effects	Not available
Aquatic toxicity	Not available
Persistence / degradability	Not available
Bioaccumulation / accumulation	Not available

Partition coefficient	Not available
Mobility in environmental media	Not available
Chemical fate information	Not available

### 13. Disposal Considerations

Waste codes	Not available
Disposal instructions	Waste must be disposed of in accordance with federal, state/provincial and local environmental control regulations.
Waste from residues / unused products	Not available
Contaminated packaging	Not available

### 14. Transport Information

**Department of Transportation (DOT)**

Not regulated as dangerous goods.

**Transportation of Dangerous Goods (TDG)**

Not regulated as dangerous goods.

### 15. Regulatory Information

<b>Canadian federal regulations</b>	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.	
<b>US Federal regulations</b>	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List.	
	CERCLA/SARA Hazardous Substances - Not applicable.	
<b>Occupational Safety and Health Administration (OSHA)</b>		
29 CFR 1910.1200 hazardous chemical	No	
<b>CERCLA (Superfund) reportable quantity</b>	None	
<b>Superfund Amendments and Reauthorization Act of 1986 (SARA)</b>		
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No	
Section 302 extremely hazardous substance	No	
Section 311 hazardous chemical	No	
Clean Air Act (CAA)	Not available	
Clean Water Act (CWA)	Not available	
Safe Drinking Water Act (SDWA)	Not available	
Drug Enforcement Agency (DEA)	Not available	
Food and Drug Administration (FDA)	Not available	
WHMIS status	Not Controlled	
State regulations	This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.	
<b>Inventory name</b>		
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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## 16. Other Information

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**Disclaimer**

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

**Issue date**

09-Sep-2005

**Effective date**

01-Sep-2005

**Expiry date**

01-Sep-2008

**Prepared by**

Dell Tech Laboratories Ltd. (519) 858-5021