



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  
**029C0133**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

VENDOR

\*709024622      630-371-2655  
**SICALCO LTD**  
**907 NORTH ELM STREET**  
**SUITE 100**  
**HINSDALE IL 60521**

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

|                                   |                                     |                          |                           |                                 |
|-----------------------------------|-------------------------------------|--------------------------|---------------------------|---------------------------------|
| DATE PRINTED<br><b>10/08/2008</b> | TERMS OF SALE<br><b>NET 30 DAYS</b> | SHIP VIA<br><b>TRUCK</b> | FOB<br><b>DESTINATION</b> | FREIGHT TERMS<br><b>PREPAID</b> |
|-----------------------------------|-------------------------------------|--------------------------|---------------------------|---------------------------------|

BID OPENING DATE: **10/22/2008**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT      |
|---|----------|-----|--------|-------------|------------|-------------|
| 0001  |          |     |        | 325-12      | \$1.18     | \$41,300.00 |
| <p><b>CONTRACT TO PROVIDE: LIQUID CALCIUM</b></p> <p><b>OPEN END CONTRACT</b></p> <p><b>TO FURNISH AND DELIVER LIQUID CALCIUM CHLORIDE SOLUTION FOR THE PURPOSE OF PRE-WETTING SODIUM CHLORIDE STOCKPILES AT ANY STOCKPILE LOCATION WITHIN THE WEST VIRGINIA DIVISION OF HIGHWAYS, DISTRICT (2) TWO PER THE ATTACHED SPECIFICATIONS.</b></p> <p><b>EXHIBIT 3</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</b></p> |          |     |        |             |            |             |

**RECEIVED**  
**08 OCT 20 AM 9:51**  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: **630-371-2655**      DATE: **10/14/2008**

TITLE: *President*      FEIN: **36-3028937**      ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**029C0133**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402**

\*709024622 630-371-2655  
**SICALCO LTD  
 907 NORTH ELM STREET  
 SUITE 100  
 HINSDALE IL 60521**

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

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|---|----------|-----|--------|-------------|------------|--------|
| <p>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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TITLE **President** FEIN **36-3028937** ADDRESS CHANGES TO BE NOTED ABOVE

630-371-2655 DATE **10/14/2008**

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**VENDOR**  
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|---|----------|-----|--------|-------------|------------|--------|
| <p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:<br/>         NO. 1 .....</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                                  |                                   |
|---------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br><i>[Signature]</i> | TELEPHONE<br><b>630-371-2655</b> | DATE<br><b>10/08/2008</b>         |
| TITLE<br><i>[Signature]</i>     | FEIN<br><b>36-3028937</b>        | ADDRESS CHANGES TO BE NOTED ABOVE |

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PRIORITY

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|--|-------------|-----|---------|-------------|------------|--------|
|  | NO. 2 ..... |     |         |             |            |        |
|  | NO. 3 ..... |     |         |             |            |        |
|  | NO. 4 ..... |     |         |             |            |        |
|  | NO. 5 ..... |     |         |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>Julia [Signature]</i>.....<br/>           SIGNATURE</p> <p>.....<i>SICALCO, LTD</i>.....<br/>           COMPANY</p> <p>.....<i>10/14/2008</i>.....<br/>           DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> |             |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                                  |                           |
|---------------------------------|----------------------------------|---------------------------|
| SIGNATURE<br><i>[Signature]</i> | TELEPHONE<br><b>630-371-2655</b> | DATE<br><i>10/14/2008</i> |
|---------------------------------|----------------------------------|---------------------------|

|                           |                           |                                   |
|---------------------------|---------------------------|-----------------------------------|
| TITLE<br><i>President</i> | FEIN<br><b>36-3028937</b> | ADDRESS CHANGES TO BE NOTED ABOVE |
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| <p>DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF<br/>           THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 029C0133</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br/>           TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 630-371-1026 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):<br/>           ----- Frank L. Sibo Jr -----</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **630-371-2655** DATE **10/14/2008**

TITLE **President** FEIN **36-3028937** ADDRESS CHANGES TO BE NOTED ABOVE

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| ***** THIS IS THE END OF RFQ 029C0133 ***** TOTAL: |          |     |          |             |            | <b>\$41,300.00</b> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                           |                                  |                                   |
|---------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br>             | TELEPHONE<br><b>630-371-2655</b> | DATE<br><b>10/14/2008</b>         |
| TITLE<br><b>PRESIDENT</b> | FEIN<br><b>36-3028937</b>        | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**Material:**

The supplier shall furnish a solution of 42% liquid calcium chloride. The solutions must contain dye for tracing purposes.

**Basis of Bidding:**

The supplier shall bid a delivered price for a liquid calcium solution for all counties in District Two (Cabell, Interstate 64 in Cabell County, Wayne, Lincoln, Logan, Corridor-G in Logan, Corridor-G in Mingo County, and Mingo County)

**Quantities:**

Quantities listed in the requisition are approximate only. Based on estimates supplied by the spending units, 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.

**Payment:**

Calcium chloride solution shall be paid at the per gallon unit bid price of the solution delivered and as measured by the approved metering device. In no case will this amount exceed the total gallonage certified on the delivery report.

The per gallon unit price will be adjusted at the rate of 2.500% per 1% deviation before 42%. If the Division of Highways representative, by sampling the material, decides the material deviation is large enough that the solution will not accomplish its intended use, the shipment will be refused at no cost to the Division of Highways.

Estimated usage is approximately 5,000 gallons for each location each year.

**Delivery Sites:**

|   | Estimated Usage | Unit Price | Amount             |
|---|-----------------|------------|--------------------|
| Cabell County – Barboursville, WV           | 5,000 GL.       | \$ 1.18    | \$5,900.00         |
| Lincoln County – West Hamlin, WV            | 5,000 GL.       | 1.18       | 5,900.00           |
| Interstate 64 – Huntington, WV              | 5,000 GL.       | 1.18       | 5,900.00           |
| Logan County – Wilkinson, WV                | 5,000 GL.       | 1.18       | 5,900.00           |
| Corridor-G, Logan County – Chapmanville, WV | 5,000 GL.       | 1.18       | 5,900.00           |
| Mingo County – Williamson, WV               | 5,000 GL.       | 1.18       | 5,900.00           |
| Pritchard Substation – Pritchard, WV        | 5,000 GL.       | 1.18       | 5,900.00           |
|   | <b>TOTAL</b>    |            | <b>\$41,300.00</b> |

\*Minimum order/delivery for each site is 2,500 gallons

\*\*Maximum time interval between order and delivery date shall not exceed 15 days.

973 ✓



VENDOR PREFERENCE CERTIFICATE

None Requested ZLS

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 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, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Sicalco, LTD Signed: [Signature]
Date: 10/14/2008 Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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 is in compliance with the requirements as stated.

Vendor's Name: Sicalco, LTD

Authorized Signature: [Signature] Date: 10/14/2008



# Material Safety Data Sheet

The Dow Chemical Company

**Product Name:** LIQUIDOW\* Technical Grade Calcium Chloride Solution

**Issue Date:** 05/06/2008

**Print Date:** 07 May 2008

The Dow Chemical Company encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

## 1. Product and Company Identification

**Product Name**

LIQUIDOW\* Technical Grade Calcium Chloride Solution

**COMPANY IDENTIFICATION**

The Dow Chemical Company  
2030 Willard H. Dow Center  
Midland, MI 48674  
USA

Customer Information Number: 800-258-2436

**EMERGENCY TELEPHONE NUMBER**

**24-Hour Emergency Contact:** 989-636-4400

**Local Emergency Contact:** 989-636-4400

## 2. Hazards Identification

**Emergency Overview**

**Color:** Clear

**Physical State:** Liquid

**Odor:** Odorless

**Hazards of product:**

**WARNING!** Causes eye irritation. May cause skin irritation. May be harmful if swallowed. Slipping hazard. Isolate area.

**OSHA Hazard Communication Standard**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

**Potential Health Effects**

**Eye Contact:** May cause severe eye irritation. May cause slight corneal injury. Effects may be slow to heal.

**Skin Contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves). Prolonged contact may cause skin irritation, even a burn.  
**Skin Absorption:** Prolonged skin contact is unlikely to result in absorption of harmful amounts.  
**Inhalation:** Mist may cause irritation of upper respiratory tract (nose and throat).  
**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation.

### 3. Composition Information

| Component          | CAS #      | Amount        |
|--------------------|------------|---------------|
| Calcium chloride   | 10043-52-4 | 28.0 - 42.0 % |
| Potassium chloride | 7447-40-7  | 0.0 - 3.0 %   |
| Sodium chloride    | 7647-14-5  | 0.0 - 2.0 %   |
| Water              | 7732-18-5  | 53.0 - 72.0 % |

### 4. First-aid measures

**Eye Contact:** Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist.

**Skin Contact:** Wash skin with plenty of water.

**Inhalation:** Move person to fresh air; if effects occur, consult a physician.

**Ingestion:** If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel.

**Notes to Physician:** If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

### 5. Fire Fighting Measures

**Extinguishing Media:** This material does not burn. If exposed to fire from another source, use suitable extinguishing agent for that fire.

**Fire Fighting Procedures:** Keep people away. Isolate fire and deny unnecessary entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray.

**Special Protective Equipment for Firefighters:** Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

**Unusual Fire and Explosion Hazards:** Not applicable.

**Hazardous Combustion Products:** Not applicable

### 6. Accidental Release Measures

**Steps to be Taken if Material is Released or Spilled:** Small and large spills: Contain spilled material if possible. Absorb with materials such as: Sand. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information.

**Personal Precautions:** Spilled material may cause a slipping hazard. Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

**Environmental Precautions:** Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

## 7. Handling and Storage

### Handling

**General Handling:** Product shipped/handled hot can cause thermal burns. Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

### Storage

Keep container closed. Protect from atmospheric moisture. Product may become a solid at temperatures below 0°C (32°F) (concentrations above 36% calcium chloride).

## 8. Exposure Controls / Personal Protection

### Exposure Limits

| Component        | List    | Type | Value    |
|------------------|---------|------|----------|
| Calcium chloride | Dow IHG | TWA  | 10 mg/m3 |
| Sodium chloride  | Dow IHG | TWA  | 10 mg/m3 |

### Personal Protection

**Eye/Face Protection:** Use chemical goggles.

**Skin Protection:** Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse or dispose of properly.

**Hand protection:** Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Polyethylene. Neoprene. Natural rubber ("latex"). Polyvinyl chloride ("PVC" or "vinyl"). Nitrile/butadiene rubber ("nitrile" or "NBR"). Ethyl vinyl alcohol laminate ("EVAL"). Avoid gloves made of: Polyvinyl alcohol ("PVA"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

**Respiratory Protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: Particulate filter.

**Ingestion:** Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

### Engineering Controls

**Ventilation:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

## 9. Physical and Chemical Properties

|   |  |
|---|--|
| Physical State                          | Liquid   |
| Color                                   | Clear  |
| Odor                                    | Odorless   |
| Flash Point - Closed Cup                | Not applicable                                   |
| Flammable Limits In Air                 | Lower: Not applicable<br>Upper: Not applicable   |
| Autoignition Temperature                | Not applicable                                   |
| Vapor Pressure                          | 9 - 15 mmHg @ 25 °C <i>Literature</i>            |
| Boiling Point (760 mmHg)                | 110 - 122 °C (230 - 252 °F) <i>Literature</i>    |
| Vapor Density (air = 1)                 | <i>Literature</i> Same as water                  |
| Specific Gravity (H <sub>2</sub> O = 1) | 1.275 - 1.439 <i>Literature</i>                  |
| Freezing Point                          | Varies   |
| Melting Point                           | Not applicable                                   |
| Solubility in Water (by weight)         | <i>Literature</i> completely miscible with water |
| pH                                      | 9 <i>Estimated</i> (undiluted)                   |
| Kinematic Viscosity                     | 2.6 cSt @ 25 °C <i>Estimated</i>                 |

## 10. Stability and Reactivity

### Stability/Instability

Stable.

Conditions to Avoid: None known.

**Incompatible Materials:** Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as: Brass. Ferrous metals. Mild steel. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate.

### Hazardous Polymerization

Will not occur.

### Thermal Decomposition

Does not decompose.

## 11. Toxicological Information

### Acute Toxicity

#### Ingestion

For the major component(s): LD50, Rat 900 - 2,100 mg/kg

#### Skin Absorption

For the major component(s): LD50, Rabbit > 5,000 mg/kg

### Genetic Toxicology

The data presented are for the following material: Calcium chloride or CaCl<sub>2</sub>. In vitro genetic toxicity studies were negative. The data presented are for the following material Potassium chloride. In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown.

## 12. Ecological Information

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## ENVIRONMENTAL FATE

### Data for Component: Calcium chloride

#### **Movement & Partitioning**

No bioconcentration is expected because of the relatively high water solubility. Partitioning from water to n-octanol is not applicable.

#### **Persistence and Degradability**

Biodegradation is not applicable.

### Data for Component: Potassium chloride

#### **Movement & Partitioning**

No bioconcentration is expected because of the relatively high water solubility. Partitioning from water to n-octanol is not applicable.

#### **Persistence and Degradability**

Biodegradation is not applicable.

### Data for Component: Sodium chloride

#### **Movement & Partitioning**

No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

#### **Persistence and Degradability**

Biodegradation is not applicable.

## ECOTOXICITY

### Data for Component: Calcium chloride

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50 >100 mg/L in the most sensitive species tested).

#### **Fish Acute & Prolonged Toxicity**

LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l

#### **Aquatic Invertebrate Acute Toxicity**

LC50, water flea *Daphnia magna*: 759 - 3,005 mg/l

#### **Toxicity to Micro-organisms**

EC50; activated sludge, respiration inhibition: > 1,000 mg/l

### Data for Component: Potassium chloride

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50 >100 mg/L in the most sensitive species tested).

#### **Fish Acute & Prolonged Toxicity**

LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l

#### **Aquatic Invertebrate Acute Toxicity**

EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l

LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l

### Data for Component: Sodium chloride

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50 >100 mg/L in the most sensitive species tested).

#### **Fish Acute & Prolonged Toxicity**

LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l

#### **Aquatic Invertebrate Acute Toxicity**

LC50, water flea *Daphnia magna*: 4,571 mg/l

#### **Toxicity to Micro-organisms**

IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

### 13. Disposal Considerations

All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Waste water treatment system. As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess or manage chemicals or plastics, and that manage used drums. Telephone Dow's Customer Information Group at 1-800-258-2436 or 1-989-832-1556 (U.S.), or 1-800-331-6451 (Canada) for further details.

### 14. Transport Information

**DOT Non-Bulk**  
NOT REGULATED

**DOT Bulk**  
NOT REGULATED

**IMDG**  
NOT REGULATED

**ICAO/IATA**  
NOT REGULATED

*This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.*

### 15. Regulatory Information

#### **OSHA Hazard Communication Standard**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

#### **Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312**

|                                   |     |
|-----------------------------------|-----|
| Immediate (Acute) Health Hazard   | Yes |
| Delayed (Chronic) Health Hazard   | No  |
| Fire Hazard                       | No  |
| Reactive Hazard                   | No  |
| Sudden Release of Pressure Hazard | No  |

#### **Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313**

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.



**Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Hazardous Substances List and/or Pennsylvania Environmental Hazardous Substance List:**

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

**Pennsylvania (Worker and Community Right-To-Know Act): Pennsylvania Special Hazardous Substances List:**

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

**California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986)**

This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute.

**California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986)**

WARNING: This product (when used in aqueous formulations with a chemical oxidizer such as ozone) contains a chemical known to the State of California to cause cancer.

**US. Toxic Substances Control Act**

All components of this product are on the TSCA Inventory or are exempt from TSCA Inventory requirements under 40 CFR 720.30

**CEPA - Domestic Substances List (DSL)**

All substances contained in this product are listed on the Canadian Domestic Substances List (DSL) or are not required to be listed.

## 16. Other Information

### Recommended Uses and Restrictions

A calcium chloride product - Dust Control De-icing fluid. For industrial use. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

### Revision

Identification Number: 81498 / 1001 / Issue Date 05/06/2008 / Version: 5.0

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

### Legend

|              |   |
|--------------|---|
| N/A          | Not available   |
| W/W          | Weight/Weight   |
| OEL          | Occupational Exposure Limit   |
| STEL         | Short Term Exposure Limit   |
| TWA          | Time Weighted Average   |
| ACGIH        | American Conference of Governmental Industrial Hygienists, Inc.   |
| DOW IHG      | Dow Industrial Hygiene Guideline  |
| WEEL         | Workplace Environmental Exposure Level  |
| HAZ_DES      | Hazard Designation  |
| Action Level | A value set by OSHA that is lower than the PEL which will trigger the need for activities such as exposure monitoring and medical surveillance if exceeded. |

*The Dow Chemical Company urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with*

*all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.*