



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
669C0014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/13/2008	NET 30 DAYS	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE:	11/26/2008	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				325-12		
				LIQUID CALCIUM CHLORIDE		
				OPEN END CONTRACT		
<p>TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO SUPPLY LIQUID CALCIUM CHLORIDE SOLUTION TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS 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 SIX (6) 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, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						
					See Bid Schedule	See Bid Schedule

RECEIVED
 08 NOV 20 AM 9:58
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	630-371-2655	11/19/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	36-3028937	

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



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

PROPERTY

*709024622 630-371-2655
 SICALCO LTD
 907 NORTH ELM STREET
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SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/13/2008	NET 30 DAYS	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE:

11/26/2008

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 630-371-2655	DATE 11/19/08
TITLE President	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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S U B J E C T

*709024622 630-371-2655
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 HINSDALE IL 60521

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
11/13/2008	NET 30 DAYS	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 11/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CALLY 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 M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 630-371-2655	DATE 11/19/08
TITLE <i>President</i>	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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PROBID

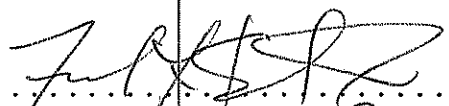
*709024622 630-371-2655
 SICALCO LTD
 907 NORTH ELM STREET
 SUITE 100
 HINSDALE IL 60521

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 11/13/2008	TERMS OF SALE NET 30 DAYS	SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID
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BID OPENING DATE: 11/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	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 style="text-align: center;">  SIGNATURE President Sicalco, LTD COMPANY 11/18/2008 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 	TELEPHONE 630-371-2655	DATE 11/19/08
TITLE President	ADDRESS CHANGES TO BE NOTED ABOVE	

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VENDOR

*709024622 630-371-2655
 SICALCO LTD
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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:				33		
RFQ. NO.:				669C0014		
BID OPENING DATE:				-----		
BID OPENING TIME:				-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 630-371-1026 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):				----- Frank Sibr -----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 630-371-2655	DATE 11/19/08
TITLE PRESIDENT	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 669C0014 ***** TOTAL:						\$537,613.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 630-371-2655 DATE: 11/19/08

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

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

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, 105.3, 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
Engineering Division, Technical Division
Building 5, Room A-650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305
Phone: 304-558-2885

Liquid Calcium Chloride shall conform to the requirements of ASTM D98.

2. BIDDING INSTRUCTIONS

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

Bidders submitting bids for a specific district shall bid all of that district's locations.

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

3. CONTRACT AWARD

Qualified Vendors who submit a valid bid for "FOB Division's Storage Site" will be awarded a contract for those districts 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.

4. DELIVERY

State Contract Purchase Orders (SCO) for delivery to individual Division of Highways Storage Sites will be issued to the Vendor awarded a contract for the county locations (see Bid Schedule).

Original delivery tickets for each delivered load to the Division's storage sites must be signed and retained by a DOH employee at the delivery location.

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

The minimum delivery of the liquid calcium chloride solution shall be 800 gallons, at any single location. The maximum delivery shall be 3,900 gallons.

The supplier shall furnish a means of determining the specific gravity and temperature of the delivered solution at the first point of delivery. The liquid calcium chloride solution shall be transported in an insulated trailer and shall be delivered at a temperature between 80° and 90° F. The tank shall be equipped with a by-pass pump, and approved metering device, two-hundred (200) feet of two (2) inch hose with a hand-check valve at the nozzle for operator shut-off, a probe for injection of ten (10) feet length supplied in five (5) feet increments, and a certified calibration chart for the delivery tank.

5. 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. 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.

6. 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.

7. VENDOR'S INVOICES

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

- a) The gallon and weight of the solution 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 Orders (SCO).

8. CERTIFICATION

The supplier shall furnish the West Virginia Department of Transportation representative at the time of delivery two (2) copies of the delivery ticket. The delivery request shall contain the following information upon loading the carrier:

1. The gallons and weight of solution delivered.
2. The specific gravity and temperature of the solution at the time of the loading.

9. PRE-WETTING INSTRUCTIONS

At the delivery point, supplier will provide personnel capable of instructing departmental personnel in the use of pre-wetting equipment and technique. The training should include such topics as handling of liquid calcium chloride, equipment used, safety precautions, and any other topic deemed necessary to increase the efficiency and effectiveness of the operations and use of liquid calcium chloride.

10. PAYMENT

Liquid calcium chloride solution shall be paid at the per gallon unit bid price of the solution delivered and applied as measured by the approved metering device. In no case will this amount exceed the total gallonage certified on the delivery ticket. The per gallon unit bid price will be adjusted at the rate of 2.50% per 1% deviation before 42%. If the Department's 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 returned at no cost to the West Virginia Department of Transportation.

10. BID SCHEDULE

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

LIQUID CALCIUM CHLORIDE

DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Kanawha	St. Albans	6000	<u>\$.76</u>	<u>\$ 4,560.00</u>
Kanawha	Chelyan	6000	<u>.76</u>	<u>\$ 4,560.00</u>
Kanawha	North Charleston	6000	<u>.76</u>	<u>\$ 4,560.00</u>
Kanawha	Elkview	6000	<u>.76</u>	<u>\$ 4,560.00</u>
Kanawha	Corridor G	5000	<u>.76</u>	<u>\$ 3,800.00</u>
Kanawha	Pennsylvania Ave.	5000	<u>.76</u>	<u>\$ 3,800.00</u>
Kanawha	Sissonville	5000	<u>.76</u>	<u>\$ 3,800.00</u>
Putnam	I-64 Scary	5000	<u>.76</u>	<u>\$ 3,800.00</u>
Roane	I-79 Anna	6000	<u>.76</u>	<u>\$ 4,560.00</u>
			TOTAL	\$ <u>38,000.00</u>

Item

1

32% Liquid Calcium Chloride Solution
to fill 6,000 gallon storage tanks for the
purpose of pre-wetting sodium chloride.

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 2

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Cabell	Barboursville	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Cabell	I-64 Huntington	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Lincoln	West Hamlin	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Lincoln	Yawkey	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Lincoln	Harts	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Logan	Wilkinson	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Logan	Corridor G Chapmansville	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Mingo	Millers Creek	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Mingo	Gilbert	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Wayne	Wayne	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>
Wayne	Prichard	5000	<u>\$.85</u>	<u>\$ 4,250.00</u>

			TOTAL	\$ 49,300.00
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Item

- 1 32% Liquid Calcium Chloride Solution
To fill 6,000 gallon storage tanks for the
purpose of pre-wetting sodium chloride.

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Wood	I-77 Parkersburg	6000	<u>\$. 85</u>	<u>\$ 5,100.00</u>
Wood	River Hill	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Jackson	I-77 Medina	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Ritchie	Corridor D Nutter Farms	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Ritchie	Corridor D Ellenboro	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
			TOTAL	<u>\$ 25,500.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Harrison	Lost Creek I-79	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Harrison	Gore	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Harrison	Tunnel Hill	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Bruceton Mills I-68	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Coopers Rock	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Marion	Goshan Road I-79	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Monongalia	Ridgedale	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
			TOTAL	\$ <u>35,700.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Berkley	I-81	17000	<u>\$.91</u>	<u>\$15,470.00</u>
Grant	Petersburg	5600	<u>\$.91</u>	<u>\$ 5,096.00</u>
Grant	Mount Storm	11000	<u>\$.91</u>	<u>\$10,010.00</u>
Hampshire	Romney	8000	<u>\$.91</u>	<u>\$ 7,280.00</u>
Hampshire	Capon Bridge	7000	<u>\$.91</u>	<u>\$ 6,370.00</u>
Hampshire	Slansville	4000	<u>\$.91</u>	<u>\$ 3,640.00</u>
Hardy	Moorefield	8000	<u>\$.91</u>	<u>\$ 7,280.00</u>
Hardy	Baker	11000	<u>\$.91</u>	<u>\$10,010.00</u>
Jefferson	Kearneysville	11000	<u>\$.91</u>	<u>\$10,010.00</u>
Mineral	Burlington	3000	<u>\$.91</u>	<u>\$ 2,730.00</u>
Mineral	Sky Line	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Mineral	Short Gap	4000	<u>\$.91</u>	<u>\$ 3,640.00</u>
Mineral	New Creek	5000	<u>\$.91</u>	<u>\$ 4,550.00</u>
Morgan	Berkeley Springs			
Morgan	Largant	2000	<u>\$.91</u>	<u>\$ 1,820.00</u>
			TOTAL	<u>\$ 93,366.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Brooke	US 22	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Hancock	New Manchester	6000	<u>\$.89</u>	<u>\$ 5,340.00</u>
Tyler	Sistersville	6000	<u>\$.89</u>	<u>\$ 5,340.00</u>
Ohio	Tridelphia	18000	<u>\$.89</u>	<u>\$16,020.00</u>
Ohio	I-70 Tridelphia	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Marshall	Glen Dale	24000	<u>\$.89</u>	<u>\$21,360.00</u>
<u>Item</u>			TOTAL	<u>\$69,420.00</u>
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Braxton	Burnsville I-79	3000	<u>\$.78</u>	<u>\$ 2,340.00</u>
Braxton	Coon Knob	2000	<u>\$.78</u>	<u>\$ 1,560.00</u>
Upshur	Corridor H	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Ohio	Tridelphia	18000	<u>\$.78</u>	<u>\$14,040.00</u>
			TOTAL	<u>\$22,620.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Pendleton	Franklin	3000	<u>\$.85</u>	<u>\$ 2,550.00</u>
Randolph	Elkins	3000	<u>\$.85</u>	<u>\$ 2,550.00</u>
Randolph	Corridor H Elkins	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
Tucker	Parsons	3000	<u>\$.85</u>	<u>\$ 2,550.00</u>
Pocahontas	Thornwood	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
Pocahontas	Slaty Fork	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
Pocahontas	Greenbank	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
Pocahontas	Marlington	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
Pocahontas	Hillsboro	6200	<u>\$.85</u>	<u>\$ 5,270.00</u>
			TOTAL	\$ <u>39,270.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
Fayette	Oak Hill	7750	<u>\$.76</u>	<u>\$ 5,890.00</u>
Fayette	Lookout	19000	<u>\$.76</u>	<u>\$14,440.00</u>
Nicholas	Corridor L Muddlety	20000	<u>\$.76</u>	<u>\$15,200.00</u>
Nicholas	Curtin	17000	<u>\$.76</u>	<u>\$12,920.00</u>
Greenbrier	I-64 Harts Run	8000	<u>\$.76</u>	<u>\$ 6,080.00</u>
Greenbrier	Crawley	17500	XX <u>\$.76</u>	<u>\$13,300.00</u>
<u>Item</u>			TOTAL	<u>\$ 67,830.00</u>
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price Per Gal.	Amount
McDowell	Havaco	15400	<u>\$.74</u>	<u>\$11,396.00</u>
Mercer	Princeton	20300	<u>\$.74</u>	<u>\$15,022.00</u>
Mercer	Princeton	13300	<u>\$.74</u>	<u>\$ 9,842.00</u>
Raleigh	Beckley	26600	<u>\$.74</u>	<u>\$19,684.00</u>
Raleigh	Bolt	11200	<u>\$.74</u>	<u>\$ 8,288.00</u>
Raleigh	Bragg	24150	<u>\$.74</u>	<u>\$17,871.00</u>
Wyoming	Pineville	19600	<u>\$.74</u>	<u>\$14,504.00</u>
			TOTAL	<u>\$96,607.00</u>
<u>Item</u>				
1	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.			
			GRAND TOTAL	
			DISTRICTS 1 - 10	<u>\$537,613.00</u>

VENDOR PREFERENCE CERTIFICATE

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: 

Date: 11/19/2008

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 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, 907 NORTH ELM STREET, SUITE 100, HINSDALE, IL 60521

Authorized Signature:  Date: 11/19/2008



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/m ³
Sodium chloride	Dow IHG	TWA	10 mg/m ³

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 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 ₂ 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 CaCl₂. 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

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.