



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
6611C006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 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 08/24/2010	TERMS OF SALE NET 30 DAYS	SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID
BID OPENING DATE: 09/15/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		325-12	SEE BID SCHEDULE	SEE BID SCHEDULE
<p>LIQUID CALCIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY LIQUID CALCIUM CHLORIDE SOLUTION TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATION.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

RECEIVED
2010 SEP -8 PM 12:02
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Franklin S. Silva* TELEPHONE **630-371-2657** DATE **8/28/2010**

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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SUITE 100
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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 <i>Frank L. [Signature]</i>	TELEPHONE 630-371-2657	DATE 8/28/2010
TITLE PRESIDENT	FAX 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">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:</p> <p>NO. 1</p> <p>NO. 2</p>						

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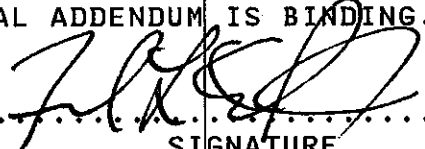
PAGE
4

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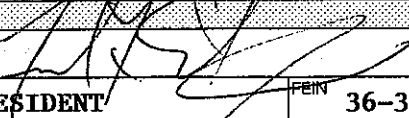
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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY 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 SICALCO, LTD. COMPANY 8/27/2010 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p>						

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BID OPENING DATE: 09/15/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 6611C006</p> <p>BID OPENING DATE: 09/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 630-371-1026 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- <i>Franks L. Sibr JR</i> ----- ----- 630-371-2657 Direct Line -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 630-371-2657	DATE 8/28/2010
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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 as modified by the current Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 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 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
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. An estimated usage is listed for each location. Actual quantities to be delivered to each location will be specified in State Contract Purchase Orders (SCO), which will be issued by the Division of Highways at the time delivery is required.

*** Bidders submitting bids for a specific county or location within a county shall bid all of that county's locations – one unit price – for the county sites listed on the attached Bid Schedules. This shall apply to the listed Interstate, Corridor, and Turnpike sites as well.

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

The Division of Highways may purchase liquid calcium chloride F.O.B Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highway's trucks by the Vendor.

3. CONTRACT AWARD

Qualified Vendors who submit a valid bid for "F.O.B. Vendor's Storage Site" will be awarded a contract for this item.

Qualified Vendors who submit a valid bid for "F.O.B. Division's Storage Site" will be awarded a contract for those locations (by County) 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 cancelled and re-awarded to the next low bidder.

4. DELIVERY

State Contract Purchase Orders (SCO) specifying Division of Highways pick up at the Vendor's Storage Site or Vendor delivery to a storage tank at individual Division of Highways Storage Sites will be issued.

From December 1st thru March 31st of the snow and ice season, delivery shall be made within seven (7) calendar days after Vendor is notified by the Division of Highways. In the event the Vendor to which the SCO is issued is unable to comply with the specified delivery schedule the Division may, at its option, cancel all or part of the SCO and obtain the required quantity of Liquid Calcium Chloride from the most economical available source.

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

The minimum order of liquid calcium chloride will be 4,000 gallons. Orders will be placed in 4,000 gallon increments. An order of 4,000 gallons may be split equally between no more than two (2) locations in the same or adjoining county. The minimum delivery to any single location will be 2,000 gallons. The supplier will be required to identify the quantity of liquid calcium chloride that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts, or any other means mutually agreed upon by all parties. The delivered quantity will be agreed upon and indicated on the delivery ticket.

The supplier shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck will have adequate length of fill hose, quick connects, etc. to fill DOH storage tanks.

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 supplier's 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: 304-558-3175

The Division will 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 this 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.

*WE will supply
 local government
 bodies* ~~FLS~~

7. VENDOR'S INVOICES

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a) The gallons and weight of the solution delivered to each location during the invoicing period
- b) Division of Highways State Contract Purchase Order (SCO) Number, and Contract Number.
- c) Total quantity and unit price with the total cost of material furnished.

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

8. CERTIFICATION

The supplier shall furnish the West Virginia Division of Highways representative at the time of delivery two (2) copies of the delivery ticket. The delivery request shall contain the following information:

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

9. PAYMENT

Liquid calcium chloride shall be paid at the per gallon unit bid price of the solution delivered or picked up.

10. ACCEPTANCE PLAN

Material shall be 32% calcium chloride solution meeting ASTM D98. However, a specific gravity range from (1.30 to 1.32) will be acceptable. Liquid calcium chloride with a specific gravity above or below this range will not be acceptable. The vendor will be required to remove unacceptable liquid calcium chloride from the Division's storage tanks at the vendor's expense.

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 the State DOT agency as a condition of award.

Bid Schedule
F.O.B. Vendor's Storage Site

Location of Storage Site (Sites)	Bid Price (Per GAL)
<u>OAK Hill, WV</u>	<u>\$0.76</u> 725
<u>Weyer's Cave, VA</u>	<u>\$0.76</u> 725
_____	_____
_____	_____

Bid price to include cost of vendor loading 725\$
Division trucks.

Bid Schedule
 Delivery: F.O.B. Division's Storage Site
DISTRICT 1

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	County Bid Price (Per GAL)
*** See Page 6				
0108	Clay	Clay	3,000	<u>\$.75</u>
0121	Kanawha	North Charleston	9,000	
0122	Kanawha	Elkview	9,000	
0123	Kanawha	Chelyan	15,000	
0124	Kanawha	St. Albans	12,000	
0171	Kanawha	Scary; I-64 Section 2		
0172	Kanawha	Pennsylvania Ave.; I-64 Section 3	9,000	
0173	Kanawha	Sissonville; I-77 Section 3	6,000	
0174	Kanawha	Amma; I-79 Section 6	6,000	
0182	Kanawha	Alum Creek; Corr. G Sect 3	6,000	<u>\$.75</u>
0140	Putnam	Hurricane	5,000	<u>\$.75</u>

NOTE: Vendor should typ Bid Schedule

Bid Schedule

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

DISTRICT 2

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0206	Cabell	Barboursville	5,000	
0271	Cabell	Huntington; I-64 Section 1	5,000	<u>\$.84</u>
0222	Lincoln	West Hamlin	3,000	
0222	Lincoln	Harts Creek	3,000	
0222	Lincoln	Yawkey	3,000	<u>\$.84</u>
0223	Logan	Wilkinson	4,000	
0282	Logan	Chapmanville; Corr. G Sect 2	5,000	<u>\$.84</u>
0230	Mingo	Gilbert	5,000	
0281	Mingo	Millers Creek; Corr. G Sect 1	7,000	<u>\$.84</u>
0250	Wayne	Wayne	5,000	
0250	Wayne	Crum	3,000	
0250	Wayne	Pritchard	5,000	<u>\$.84</u>

Bid Schedule

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

DISTRICT 3

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0318	Jackson	Ripley		
0372	Jackson	Medina; I-77 Section 2	6,000	<u>\$.79</u>
0343	Ritchie	Ellenboro		
0382	Ritchie	Corridor D Nutter Farm	6,000	
0383	Ritchie	APD 50 Ellenboro	6,000	<u>\$.79</u>
0344	Roane	Spencer		<u>\$.79</u>
0354	Wood	Parkersburg		
0371	Wood	Mill Run -Parkersburg; I-77 Section 1	6,000	
0382	Wood	River Hill; Corridor D	6,000	<u>\$.79</u>

Bid Schedule

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

DISTRICT 4

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0409	Doddridge	Smithburg	2,000	<u>\$.84</u>
0417	Harrison	Gore	2,000	
0472	Harrison	Lost Creek; I-79 Section 3	2,000	
0482	Harrison	Tunnel Hill; Corr. D Sect 2	2,000	<u>\$.84</u>
0425	Marion	Fairmont	2,000	
0425	Marion	Mannington	2,000	<u>\$.84</u>
0431	Monongalia	Ridgedale	2,000	
0431	Monongalia	Pentress	2,000	
0471	Monongalia	Goshen Road; I-79 Section 1	2,000	<u>\$.84</u>
0439	Preston	Albright	2,000	
0439	Preston	Aurora	2,000	
0439	Preston	Bruceton Mills	2,000	
0439	Preston	Fellowsville	2,000	
0439	Preston	Terra Alta	2,000	
0473	Preston	Coopers Rock; I-68 Section 1	2,000	<u>\$.84</u>
0446	Taylor	Pruntytown	2,000	<u>\$.84</u>

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

DISTRICT 5

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0502	Berkeley	Martinsburg	6,000	
0571	Berkeley	Martinsburg; I-81 Section 1	6,000	<u>\$.91</u>
0512	Grant	Petersburg	6,000	
0512	Grant	Mt. Storm	6,000	<u>\$.91</u>
0514	Hampshire	Romney	6,000	
0514	Hampshire	Capon Bridge	6,000	
0514	Hampshire	Slanesville	6,000	<u>\$.91</u>
0516	Hardy	Moorefield	6,000	
0516	Hardy	Baker	6,000	
0582	Hardy	Corr. H Sect 2; Moorefield	6,000	<u>\$.91</u>
0519	Jefferson	Charlestown	6,000	<u>\$.91</u>
0529	Mineral	New Creek	6,000	
0529	Mineral	Short Gap	6,000	
0529	Mineral	Skyline	6,000	
0567	Mineral	Burlington	6,000	<u>\$.91</u>
0533	Morgan	Berkeley Springs	6,000	<u>\$.91</u>

Bid Schedule

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

DISTRICT 6

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0605	Brooke	Wellsburg	8,000	
0605	Brooke	Weirton	8,000	<u>\$.89</u>
0615	Hancock	New Manchester	8,000	<u>\$.89</u>
0626	Marshall	Glen Dale	8,000	
0626	Marshall	Cameron	8,000	<u>\$.89</u>
0635	Ohio	Triadelphia	8,000	
0671	Ohio	I-70; Wheeling, Triadelphia	8,000	<u>\$.89</u>
0648	Tyler	Sistersville	8,000	<u>\$.89</u>
0652	Wetzel	New Martinsville	8,000	
0652	Wetzel	Pine Grove	8,000	
0652	Wetzel	Hundred	8,000	<u>\$.89</u>

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

DISTRICT 7

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated	
			Use(GAL)	
0701	Barbour	Phillipi	5,000	
0701	Barbour	Belington	5,000	<u>\$.79</u>
0704	Braxton	Gassaway	5,000	
0771	Braxton	Coon Knob; I-79 Section 5	5,000	
0772	Braxton	Burnsville; I-79 Section 4	5,000	<u>\$.79</u>
0711	Gilmer	Glenville	5,000	<u>\$.79</u>
0721	Lewis	Weston	5,000	
0782	Lewis	Mudlick; Corr. H Sect 0	2,000	<u>\$.79</u>
0749	Upshur	Buckhannon/0782 Corridor H	5,000	
0749	Upshur	Kanawha Head	5,000	<u>\$.79</u>
0751	Webster	Hacker Valley	5,000	<u>\$.79</u>

Bid Schedule
 Delivery: F.O.B. Division's Storage Site
DISTRICT 8

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0836	Pendleton	Franklin	2,000	<u>\$.84</u>
0838	Pocahontas	Marlinton	6,000	
0838	Pocahontas	Greenbank	2,000	
0838	Pocahontas	Thornwood	2,000	
0838	Pocahontas	Slatyfork	2,000	
0838	Pocahontas	Seebert	2,000	<u>\$.84</u>
0842	Randolph	Elkins	2,000	
0842	Randolph	Harman	2,000	
0842	Randolph	Mill Creek	2,000	
0882	Randolph	Elkins Corridor H	2,000	<u>\$.84</u>
0847	Tucker	Parsons	2,000	
0847	Tucker	Thomas	2,000	<u>\$.84</u>

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

DISTRICT 9

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
0910	Fayette	Oak Hill	6,000	
0910	Fayette	Lookout	8,000	
0982	Fayette	Oak Hill APD; Corr. L Sect 1	6,000	<u>\$.75</u>
0913	Greenbrier	Lewisburg	5,000	
0913	Greenbrier	Crawley	7,000	
0971	Greenbrier	Harts Run; I-64 Section 8	7,000	<u>\$.75</u>
0934	Nicholas	Summersville	6,000	
0934	Nicholas	Curtin	6,000	
0983	Nicholas	Muddlety; Corr. L Sect 2	12,000	<u>\$.75</u>

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

DISTRICT 10

Org. No.	County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
1024	McDowell	Havaco	20,000	
1024	McDowell	Yukon	8,000	
1024	McDowell	Johnnycake	8,000	<u>\$.75</u>
1028	Mercer	Princeton	16,000	
1028	Mercer	Flat Top	4,000	
1071	Mercer	Princeton; I-77 Section 7	20,000	<u>\$.75</u>
1041	Raleigh	Skelton	28,000	
1041	Raleigh	Bolt	16,000	
1072	Raleigh	Bragg; I-64 Section 7	20,000	<u>\$.75</u>
1055	Wyoming	Pineville	16,000	
1055	Wyoming	Still Run	8,000	<u>\$.75</u>

Bid Schedule

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

TURNPIKE

County	Delivery Site	Liquid Calcium Chloride Estimated Use(GAL)	
Kanawha	Chelyan	2,000	
Kanawha	Standard	2,000	<u>\$.73</u>
Mercer	Princeton	4,000	<u>\$.73</u>
Raleigh	Beckley	2,000	
Raleigh	Ghent	2,000	<u>\$.73</u>

State of West Virginia 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:**
N/A 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,
N/A 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,
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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
Date: 8/27/2010

Signed: [Signature]
Title: President

Non Applicable For
7/29/10

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

RFQ No. 6611C006

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: SICALCO, LTD

Authorized Signature: [Signature] Date: 8/27/2010

State of IL

County of DePage, to-wit:

Taken, subscribed, and sworn to before me this 27 day of ~~December~~ August, 20 10.

My Commission expires 4/24/11, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit Release 12/15/09

SAFETY DATA SHEET

OxyChem[®]



LIQUIDOW[™] TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

MSDS No.: M48009

Rev. Date: 2009-07-14

Rev. Num. 00

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification: Occidental Chemical Corporation
5005 LBJ Freeway
P.O. Box 809050
Dallas, TX
75380-9050

24 Hour Emergency Telephone Number: 1-800-733-3665 or 1-972-404-3228 (U.S.); 32.3.575.55.55 (Europe); 1800-033-111 (Australia)

To Request an MSDS: MSDS@oxy.com or 1-972-404-3245

Customer Service: 1-800-752-5151 or 1-972-404-3700

Product Use: Agriculture: Pre-harvest, Concrete Acceleration, Drilling Fluid Additive, Dust Control, Ice Melting, Refrigeration, Road Base Stabilization and Full Depth Reclamation, Tire Weighting, Water Treatment (Non-potable)

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Color: Clear
Physical State: Liquid
Odor: Odorless
Signal Word: WARNING

MAJOR HEALTH HAZARDS: CAUSES EYE AND SKIN IRRITATION. HARMFUL IF SWALLOWED.

PRECAUTIONARY STATEMENTS: Isolate area. Slipping hazard.

POTENTIAL HEALTH EFFECTS:

Inhalation: Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).

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.

Eye contact: For dust: May cause severe eye irritation. May cause corneal injury. Effects may be slow to heal.

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 or ulceration.

See Section 11: TOXICOLOGICAL INFORMATION

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	Percentage	CAS Number
Calcium chloride	28 - 42	10043-52-4
Potassium Chloride	< 3	7447-40-7
Water	53 - 72	7732-18-5
Sodium chloride	< 2	7647-14-5
Calcium bromide (CaBr ₂)	< 1	7789-41-5

4. FIRST AID MEASURES

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

SKIN CONTACT: Wash off immediately with plenty of water.

EYE CONTACT: Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. If effects occur, consult a physician, preferably an ophthalmologist. May cause injury due to mechanical action.

INGESTION: If swallowed, seek medical advice immediately and show this container or label. Do not induce vomiting without medical advice.

Protection of First-Aiders: If potential for exposure exists refer to Section 8 for specific personal protective equipment.

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

Fire Hazard: This material does not burn.

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire.

Fire Fighting: Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear 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.

Lower Flammability Level (air): Not applicable
Upper Flammability Level (air): Not applicable
Flash point: Not applicable
Autoignition Temperature: Not applicable

6. ACCIDENTAL RELEASE MEASURES

Occupational Release:

Small and large spills: Contain spilled material if possible. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal Considerations, for additional information. Absorb with materials such as sand.

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. Refer to Section 7, Handling, for additional precautionary measures.

Environmental Precautions:

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

7. HANDLING AND STORAGE

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

Handling Procedures: Product shipped/handled hot can cause thermal burns. Avoid contact with skin, eyes and clothing. Wash thoroughly after handling.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure limit(s):

Component	CAS Number	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particulates not otherwise regulated	Not Assigned	TWA 15 mg/m ³ (total) TWA 5 mg/m ³ (resp)	-----	-----

OEL: Occupational Exposure Level; OSHA: United States Occupational Safety and Health Administration; PEL: Permissible Exposure Level; TWA: Time Weighted Average; STEL: Short Term Exposure Level

Non-Regulatory Exposure Limit(s):

- The Non-Regulatory United States Occupational Safety and Health Association (OSHA) limits shown in the table are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).
- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

Component	CAS Number	ACGIH TWA	ACGIH STEL	ACGIH Ceiling	OSHA TWA (Vacated)	OSHA STEL (Vacated)	OSHA Ceiling (Vacated)
Particles Not Otherwise Specified (PNOS)	Not Assigned	TWA 10 mg/m ³ (inhalable) TWA 3 mg/m ³ (resp)	----	----	----	----	----

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

ENGINEERING CONTROLS: 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.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear chemical safety goggles.

Skin and Body 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. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). 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. Avoid gloves made of Polyvinyl alcohol (PVA).

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 dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Liquid
Color: Clear

9. PHYSICAL AND CHEMICAL PROPERTIES

Odor:	Odorless
Freezing Point/Range:	Varies
Melting Point/Range:	Not applicable
Boiling Point (760 mmHg):	110 – 122 C (230 – 252 F) Literature
Vapor Pressure:	9 – 15 mmHg @ 25 C Literature
Vapor Density (air=1):	Same as water
Specific Gravity (water=1):	1.275 – 1.439 Literature
Water Solubility:	Completely miscible with water
pH:	9 Estimated (undiluted)
Flash point:	Not applicable
Method:	Setaflash Closed Cup
Lower Flammability Level (air):	NA
Upper Flammability Level (air):	NA
Viscosity:	2.6 cSt @ 25 C Estimated

10. STABILITY AND REACTIVITY

Reactivity/ Stability:

Stable.

Conditions to Avoid:

None known.

Incompatibilities/ Materials to Avoid: Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as brass, ferrous metals, and 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 Decomposition Products:

Does not decompose

Hazardous Polymerization:

Will not occur.

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA:

LD50 Oral

Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg

LD50 Dermal

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

CHRONIC TOXICITY:

For the minor component(s): Potassium chloride - In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, Heart, and Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. Medical experience with sodium chloride has shown a strong association between elevated blood pressure and prolonged dietary overuse. Related effects could occur in the kidneys.

CARCINOGENICITY: This product is not classified as a carcinogen by NTP, IARC or OSHA.

MUTAGENIC DATA: The data presented are for the following material: Calcium chloride (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. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

DEVELOPMENTAL TOXICITY: For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

- **Aquatic Toxicity:**
Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)
- **Freshwater Fish Toxicity:**
Calcium Chloride: LC50, bluegill (*Lepomis macrochirus*): 8,350 - 10,650 mg/l
Potassium Chloride: LC50, rainbow trout (*Oncorhynchus mykiss*), 96 h: 4,236 mg/l
Sodium Chloride: LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l
- **Invertebrate Toxicity:**
Calcium Chloride: LC50, water flea *Daphnia magna*: 759 - 3,005 mg/l
Potassium Chloride: EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l
LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l
Sodium Chloride: LC50, water flea *Daphnia magna*: 4,571 mg/l
- **Microorganism Toxicity:**
Sodium Chloride: IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

FATE AND TRANSPORT:

BIODEGRADATION: Biodegradation is not applicable.

BIOCONCENTRATION: 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.

13. DISPOSAL CONSIDERATIONS

Reuse or recycle if possible. 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.

14. TRANSPORT INFORMATION

U.S.DOT 49 CFR 172.101: Not regulated.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: Not regulated.

15. REGULATORY INFORMATION

U.S. REGULATIONS

- **OSHA REGULATORY STATUS:**
This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200) (US)
- **CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):**
Not regulated.
- **EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):**
Not regulated
- **EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.21):**
Acute Health Hazard
- **EPCRA SECTION 313 (40 CFR 372.65):**
To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.
- **OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):**
Not regulated

NATIONAL INVENTORY STATUS

- **U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt
- **TSCA 12(b):** This product is not subject to export notification
- **Canadian Chemical Inventory:** All components are listed

STATE REGULATIONS

California Proposition 65: 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. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bormate, a chemical known to the State of California to cause cancer.

Component	Calcium chloride
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed

LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION)

MSDS No.: M48009

Rev. Date: 2009-07-14

Rev. Num. 00

New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
Component	Potassium Chloride
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed
Component	Sodium chloride
California Proposition 65 Cancer WARNING:	Not Listed
California Proposition 65 CRT List - Male reproductive toxin:	Not Listed
California Proposition 65 CRT List - Female reproductive toxin:	Not Listed
Massachusetts Right to Know Hazardous Substance List	Not Listed
New Jersey Right to Know Hazardous Substance List	Not Listed
New Jersey Special Health Hazards Substance List	Not Listed
New Jersey - Environmental Hazardous Substance List	Not Listed
Pennsylvania Right to Know Hazardous Substance List	Not Listed
Pennsylvania Right to Know Special Hazardous Substances	Not Listed
Pennsylvania Right to Know Environmental Hazard List	Not Listed
Rhode Island Right to Know Hazardous Substance List	Not Listed

CANADIAN REGULATIONS

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.

WHMIS Classification:	D2B
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16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Health Risk Management

Disclaimer:

A calcium chloride product – Dust control and 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 uses, please contact your sales or technical service representative.

This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems.

HMIS: (SCALE 0-4) (Rated using National Paint & Coatings Association HMIS: Rating Instructions, 2nd Edition)

Health: 2 Flammability: 0 Reactivity: 0

NFPA 704 - Hazard Identification Ratings (SCALE 0-4)

Health: 1 Flammability: 0 Reactivity: 0

IMPORTANT:

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OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, material safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Material Safety Data Sheet available to your employees.
