



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

6612C028

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

*709025459 800-356-7374
FLOR DRI SUPPLY CO INC
5450 W JEFFERSON

DETROIT MI 48209

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/29/2012 | | | | |

BID OPENING DATE:

06/13/2012

BID OPENING TIME

01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001 | | | | 325-12 | | |
| CALCIUM CHLORIDE | | | | | | |
| OPEN-END CONTRACT | | | | | | |
| THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH LABOR, MATERIALS, AND EQUIPMENT FOR THE SUPPLY OF CALCIUM CHLORIDE TO ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS. | | | | | | |
| EXHIBIT 3 | | | | | | |
| LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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. | | | | | | |
| UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. | | | | | | |
| RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL | | | | | | |

RECEIVED

2012 JUN 12 AM 10:04

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Alan Cummings</i> | TELEPHONE 313-843-6460 | DATE 6-11-12 |
| TITLE PRESIDENT | FEIN 388 235 5040 | 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.html 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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DETROIT MI 48209

DIVISION OF HIGHWAYS
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BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>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 BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | | | |
|-----------|-----------------------|-----------|--------------|-----------------------------------|---------|
| SIGNATURE | <i>Doreen J. Egan</i> | TELEPHONE | 313-843-6460 | DATE | 6-11-12 |
| TITLE | PRESIDENT | FEIN | 38 235 5040 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES 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. 01/17/2012</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | | | |
|-----------|-------------------------|-----------|--------------|-----------------------------------|---------|
| SIGNATURE | <i>Deborah A. Brown</i> | TELEPHONE | 313-843-6460 | DATE | 6-11-12 |
| TITLE | PRESIDENT | FEIN | 38 235 5040 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| <p style="text-align: center;">NOTICE</p> <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: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 6612C028</p> <p>BID OPENING DATE: 06/13/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">FAX # 313-843-8948</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): GREG EVEN</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Gregory Even</i> | TELEPHONE 313-843-6460 | DATE 6-11-12 |
| TITLE PRESIDENT | FEIN 38 235 5040 | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--|----------|-----|--------|-------------|------------|--------|
| ----- | | | | | | |
| ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. | | | | | | |
| ***** THIS IS THE END OF RFQ 6612C028 ***** TOTAL: _____ | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Gregory J. Green</i> | TELEPHONE 313-843-6460 | DATE 6-11-12 |
| TITLE PRESIDENT | FEIN 38-235 5040 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

3. BIDDING INSTRUCTIONS

Vendors may bid on any or all items for all Districts.

Bid Schedule 10.1 is for "F.O.B. Vendor's Storage".

Bid Schedule 10.2 is for "F.O.B. Division Delivery Site".

Vendors shall indicate on the bid schedule the location from where the Calcium Chloride will be shipped.

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

4. CONTRACT AWARD

All qualified vendors who submit a valid bid "F.O.B. Vendor's Storage" will be awarded a contract for this item per Bid Schedule 10.1.

Qualified Vendors who submit a valid bid "F.O.B. Division Delivery Site" will be awarded a contract for those locations for which their bid is low per Bid Schedule 10.2. Vendors should be cautioned that the quantities listed on the bid schedule are estimates and when delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State.

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

5. DELIVERY REQUIREMENTS

The vendor shall specify on the bid schedule the minimum delivery quantity (i.e. number of 50 pound bags) and additional charges for split delivery locations, if any.

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010 and as modified by the current January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

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

The terms "Contractor" and "Vendor" used in the above specifications or 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 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration Division
Building Five, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

2. SCOPE OF WORK

The purpose of this contract is to provide for the delivery of Calcium Chloride to the various locations listed on the bid schedule. Calcium Chloride shall conform to the requirements of ASTM D98, Type S, Grade 1 and shall be delivered in moisture proof bags containing fifty (50) pounds each bag. Reference: www.astm.org.

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. SAMPLING AND TESTING

Upon award of contract, the Vendor shall provide the Division of Highways 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

The Division of Highways may conduct sampling and testing to verify material quality.

8. VENDOR'S INVOICES

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

- a) This Contract Purchase Order number and the Agency Release number.
- b) Total quantity and unit price with the total cost of material furnished.

NOTE: Under no circumstances will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

9. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors 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.

Bid Schedule

Calcium Chloride

6612C028

District 1 - Boone County, Clay County, Kanawha
County, Mason County and Putnam County

| | |
|---|---------------------------------|
| Location from which Calcium Chloride will be shipped: | <i>FLOR-DRI SUPPLY CO. INC.</i> |
| | <i>5450 W. JEFFERSON AVE.</i> |
| | <i>DETROIT, MI 48209-3114</i> |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

*# 7.30***Bid Schedule 10.2**

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|---------|---|--------------------|-------------|-----------------|
| Boone | Rock Creek | 550 | <i>8.55</i> | <i>4702.50</i> |
| Clay | Maysel | 350 | <i>8.61</i> | <i>3013.50</i> |
| Clay | Widen Road, CR 11 | 500 | <i>8.39</i> | <i>4195.00</i> |
| Kanawha | Alum Creek, Corridor G | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | Amm, I-79 | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | Chelyan | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | Elkview | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | North Charleston | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | Rt. 119 & Pennsylvania Avenue, I-64, Sec. 3 | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | Sissonville, I-77, Sec. 3 | 400 | <i>8.39</i> | <i>3356.00</i> |
| Kanawha | St. Albans | 400 | <i>8.39</i> | <i>3356.00</i> |
| Mason | Pt. Pleasant | 600 | <i>8.39</i> | <i>5034.00</i> |
| Putnam | Hurricane | 400 | <i>8.39</i> | <i>3356.00</i> |
| Putnam | Scary, I-64, Sec. 2 | 400 | <i>8.39</i> | <i>3356.00</i> |
| TOTAL | | <i>6,000</i> | | <i>50505.00</i> |

| | | |
|---|---------------------------------------|--|
| Minimum Delivery Quantity (i.e. number of 50 lb bags) | <i>840</i> | |
| Any additional charges for split delivery locations | <i>\$50 per stop after first stop</i> | |

NOTE:

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

NOTE: The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

Bid Schedule

Calcium Chloride

6612C028

District 3 - Calhoun County, Jackson County, Pleasants County,
Ritchie County, Roane County, Wood County and Wirt County

| | |
|---|--------------------------|
| Location from which Calcium Chloride will be shipped: | FLOR-DRI SUPPLY CO. INC. |
| | 5450 W. JEFFERSON AVE. |
| | DETROIT, MI 48209-3114 |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

\$ 7.30

Bid Schedule 10.2

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|-----------|--|--------------------|-----------|---------|
| Calhoun | Millstone | 300 | 8.36 | 2508.00 |
| Jackson | Medina, I-77 | 300 | 8.36 | 2508.00 |
| Jackson | Ripley | 300 | 8.36 | 2508.00 |
| Pleasants | Belmont | 300 | 8.36 | 2508.00 |
| Ritchie | Ellenboro | 300 | 8.36 | 2508.00 |
| Ritchie | Pennsboro, APD 50 | 300 | 8.36 | 2508.00 |
| Ritchie | Nutter Farm, APD 50, Marietta Run Road | 100 | 8.36 | 836.00 |
| Ritchie | Smithville | 200 | 8.36 | 1672.00 |
| Roane | Spencer | 300 | 8.36 | 2508.00 |
| Roane | Left Hand, WV 36 | 300 | 8.36 | 2508.00 |
| Roane | Walton, US 119 | 200 | 8.36 | 1672.00 |
| Wirt | Elizabeth | 300 | 8.36 | 2508.00 |
| Wood | Parkersburg, APD 50, River Hill Road | 100 | 8.36 | 836.00 |
| Wood | Parkersburg, I-77, Exit 174, WV 47 | 200 | 8.36 | 1672.00 |
| Wood | Parkersburg, WV 95S | 300 | 8.36 | 2508.00 |

TOTAL

3800

\$

31768.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)

840

Any additional charges for split delivery locations

\$50 per stop
after first stop**NOTE:**

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

Bid Schedule

Calcium Chloride

6612C028

District 4 - Doddridge County, Harrison County, Marion County,
Monongalia County, Preston County and Taylor County

| | |
|---|---------------------------------|
| Location from which Calcium Chloride will be shipped: | <i>FLOR-DRI SUPPLY CO. INC.</i> |
| | <i>5450 W. JEFFERSON AVE.</i> |
| | <i>DETROIT, MI 48209-3114</i> |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

*\$ 7.30***Bid Schedule 10.2**

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|------------|-------------------|--------------------|-------------|----------------|
| Harrison | Lost Creek, I-79 | 500 | <i>8.59</i> | <i>4295.00</i> |
| Monongalia | Goshen Road, I-79 | 500 | <i>8.47</i> | <i>4235.00</i> |
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| | | | | |
| TOTAL | | <i>1000</i> | | <i>8530.00</i> |

| | | |
|---|--|--|
| Minimum Delivery Quantity (i.e. number of 50 lb bags) | <i>840</i> | |
| Any additional charges for split delivery locations | <i>\$50 per stop after first stop.</i> | |

NOTE:

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

Bid Schedule

Calcium Chloride

6612C028

District 5 - Berkeley County, Grant County, Hampshire County, Hardy
County, Jefferson County, Mineral County and Morgan County

| | |
|---|--------------------------|
| Location from which Calcium Chloride will be shipped: | FLOR-DRI SUPPLY CO. INC. |
| | 5450 W. JEFFERSON AVE. |
| | DETROIT, MI 48209-3114 |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

7.30

Bid Schedule 10.2

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|-----------|----------------------|--------------------|-----------|----------|
| Berkeley | Martinsburg and I-81 | 300 | 8.55 | 2565.00 |
| Grant | Petersburg | 300 | 8.55 | 2565.00 |
| Grant | Mt. Storm | 300 | 8.55 | 2565.00 |
| Hampshire | Capon Bridge | 300 | 8.55 | 2565.00 |
| Hampshire | Romney | 300 | 8.55 | 2565.00 |
| Hampshire | Slanesville | 300 | 8.55 | 2565.00 |
| Hardy | Moorefield | 500 | 8.55 | 4275.00 |
| Hardy | Baker | 500 | 8.55 | 4275.00 |
| Jefferson | Charles Town | 300 | 8.55 | 2565.00 |
| Mineral | New Creek | 300 | 8.55 | 2565.00 |
| Mineral | Skyline | 300 | 8.55 | 2565.00 |
| Mineral | Short Gap | 300 | 8.55 | 2565.00 |
| Morgan | Berkeley Springs | 300 | 8.55 | 2565.00 |
| | | | | |
| | TOTAL | 4300 | | 36765.00 |

Minimum Delivery Quantity (i.e. number of 50 lb bags)

840

Any additional charges for split delivery locations

#50 per stop
after first stop

NOTE:

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

Bid Schedule

Calcium Chloride

6612C028

District 7 - Barbour County, Braxton County, Gilmer County,
Lewis county, Upshur County and Webster County

| | |
|---|---------------------------------|
| Location from which Calcium Chloride will be shipped: | <i>FLOR-DRI SUPPLY CO. INC.</i> |
| | <i>5450 W. JEFFERSON AVE.</i> |
| | <i>DETROIT, MI 48209-3114</i> |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

*7.30***Bid Schedule 10.2**

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|---------|--------------------------|--------------------|-------------|----------------|
| Braxton | Coon Knob, I-79, Exit 57 | 200 | <i>8.55</i> | <i>1710.00</i> |
| Lewis | Bendale | 200 | <i>8.55</i> | <i>1710.00</i> |
| Upshur | Mud Lick | 200 | <i>8.55</i> | <i>1710.00</i> |
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| TOTAL | | <i>600</i> | | <i>5130.00</i> |

Minimum Delivery Quantity (i.e. number of 50 lb bags)

Any additional charges for split delivery locations

840
\$ 50 per stop
after first stop

NOTE:

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.

Bid Schedule

Calcium Chloride

6612C028

District 8 - Pendleton County, Pocahontas County,
Randolph County and Tucker County

| | |
|---|--------------------------|
| Location from which Calcium Chloride will be shipped: | FLOR-DRI SUPPLY CO. INC. |
| | 5450 W. JEFFERSON AVE. |
| | DETROIT, MI 48209-3114 |

Bid Schedule 10.1

F.O.B. Vendor's Storage

Cost Per 50 lb. Bag

7.30

Bid Schedule 10.2

F.O.B. Division's Delivery Site

Unit of Measure = 50 lb. Bags

| County | Delivery Site | Estimated Quantity | Unit Cost | AMOUNT |
|----------|---------------|--------------------|-----------|---------|
| Randolph | Eklins | 600 | 8.54 | 5124.00 |
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| | | | | |
| TOTAL | | 600 | | 5124.00 |

Minimum Delivery Quantity (i.e. number of 50 lb bags)

840

Any additional charges for split delivery locations

\$50 per stop
after first stop

NOTE:

Vendors should be cautioned that the quantities listed on the bid schedule are estimates. When delivery is needed, the actual quantity, more or less, will be specified on the Agency Release.



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
6612C028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS
304-558-2402

*709025459 800-356-7374
FLOR DRI SUPPLY CO INC
5450 W JEFFERSON
DETROIT MI 48209

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS | | |
|--|---------------|--------------------------|----------|--|------------|--------|
| 06/06/2012 | | | | | | |
| BID OPENING DATE: 06/13/2012 | | BID OPENING TIME 01:30PM | | | | |
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
| | | | | ADDENDUM NO. 01 | | |
| | | | | ISSUED TO DISTRIBUTE ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHED. | | |
| 0001 | 1 | EA | | 325-12 | | |
| | | | | CALCIUM CHLORIDE | | |
| ***** THIS IS THE END OF RFQ 6612C028 ***** TOTAL: | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Dwight E. Green</i> | | TELEPHONE 313-843-6460 | | DATE 6-11-12 | | |
| TITLE PRESIDENT | | FEIN 38-2355040 | | 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.html 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).

7012EC10
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- I. Bidder's name
 - II. Name of each subcontractor
 - III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- I. The subcontractor listed in the original bid has filed for bankruptcy;
- II. The subcontractor in the original bid has been debarred or suspended; or
- III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SAFETY DATA SHEET

OxyChem[®]



CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

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: 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: White
Physical State: Granules
Odor: Odorless
Signal Word: WARNING

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

POTENTIAL HEALTH EFFECTS:

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

Skin contact: Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. Not classified as corrosive to the skin according to DOT guidelines. May cause more severe response if skin is damp. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves).

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

Rev. Date: 2009-07-14

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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 | > 83 - < 87 | 10043-52-4 |
| Potassium Chloride | > 2 - < 3 | 7447-40-7 |
| Water | > 8 - < 14 | 7732-18-5 |
| Sodium chloride | > 1 - < 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, do not induce vomiting. Give one cup (8 ounces or 240 ml) of water or milk if available and transport to a medical facility. Never give anything by mouth to an unconscious or convulsive person.

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

Notes to Physician: Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. 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.

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

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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.

Personal Precautions:

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: Store in a dry place. Protect from atmospheric moisture.

Handling Procedures: Heat developed during diluting or dissolving is very high. Use cool water when diluting or dissolving (temperature less than 80°F, 27°C). Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. Keep container tightly closed. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

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

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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 safety glasses with side-shields. For dusty operations or when handling solutions of the material, wear chemical goggles.

Skin and Body Protection: Wear clean, body-covering clothing.

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.

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: Granules

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

Rev. Date: 2009-07-14

Rev. Num. 00

9. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|---------------------------------|--|
| Color: | White |
| Odor: | Odorless |
| Freezing Point/Range: | Not applicable to solids |
| Melting Point/Range: | 260 °C (500 °F) Literature Approximately |
| Decomposition temperature: | Not applicable |
| Vapor Pressure: | Not applicable |
| Vapor Density (air=1): | Not applicable |
| Specific Gravity (water=1): | Not applicable |
| Bulk Density: | 57 – 67 lb/ft3 |
| Water Solubility: | Readily soluble |
| pH: | Not applicable |
| Flash point: | Not applicable |
| Lower Flammability Level (air): | NA |
| Upper Flammability Level (air): | NA |
| Autoignition Temperature: | Not applicable. |
| Hygroscopic: | Yes |

10. STABILITY AND REACTIVITY

Reactivity/ Stability:

Stable. Hygroscopic.

Conditions to Avoid:

None known. Avoid moisture.

Incompatibilities/ Materials to Avoid:

Heat is generated when mixed with water. Spattering and boiling can occur. Avoid contact with: Sulfuric acid. Corrosive when wet. 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.

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Rev. Num. 00

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

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

Rev. Date: 2009-07-14

Rev. Num. 00

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. Report spills if applicable. 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: Landfill and 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

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

Rev. Date: 2009-07-14

Rev. Num. 00

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 bromate, 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 |
| 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 |
|-----------------------|-----|

CALCIUM CHLORIDE 83 - 87% GRANULATED (BULK)

MSDS No.: M48007

Rev. Date: 2009-07-14

Rev. Num. 00

16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Health Risk Management

Disclaimer:

A calcium chloride product – 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:

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

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.

Flor-Dri SUPPLY COMPANY

PHONE: (313) 843-6460
TOLL FREE: 800-FLODRI
FAX: (313) 843-8948

5450 W. JEFFERSON
DETROIT, MICHIGAN 48209-3114
www.flordrisupply.com

Monday, June 11, 2012

Alan Cummings
WV Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Mr. Cummings:

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 fifty pound bags per pallet. Neighboring districts, counties, and sites may combine orders to attain minimum. Each location must order in multiples of 56 bags (ex: 56 bags = 1 pallet, 112 bags = 2 pallets, 448 bags = 8 pallets, for full pallet deliveries in each truckload). A stop-off charge of \$50.00 will be charged for each delivery stop made after the initial stop.

Please FAX orders and releases to 313/843-8948. For questions about orders or shipments please call:

Deanna Parker @ 800-356-7373, ext 103 or 313-843-6460 ext 103

Paige Even @ 800-356-7374 ext 101 or 313-843-6460 ext 101

Alisabeth Kronk @ 800-356-7374 ext 102 or 313-843-6460 ext 102

For each order or release please include the phone number and contact name of the person to notify for delivery purposes.

Enclosed is a Material Safety Data Sheet for Dowflake Xtra Calcium Chloride Flake which is the product we will supply to fill orders for this Bid. The product will be shipped from our warehouse in Detroit, Michigan.

Sincerely,



Greg Even

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:**

- ____ 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: FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

Signed: Doregon J. Egan

Date: 6-11-12

Title: PRESIDENT

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

FLOR-DRI SUPPLY CO. INC.
 5450 W. JEFFERSON AVE.
 DETROIT, MI 48209-3114

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 owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

Vendor's Name: _____

Authorized Signature: *Gregory J. Evers* Date: 6-11-12

State of Michigan

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 11th day of June, 2012.

My Commission expires 07.26., 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Marva D. Banks

