



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
666C0032

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/01/2006				

BID OPENING DATE: 08/23/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		775-45		
<p>CALCIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT TO SUPPLY CALCIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AT THE LOCATIONS AND IN THE ESTIMATED QUANTITIES SET OUT IN THE ATTACHED BID SCHEDULE.</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) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Bowen</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
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'



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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory J. Even</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

N/A
 N/A
 N/A

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SIGNATURE <i>Gregory J. Even</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
TITLE PRESIDENT	FAX 38-235 5040	ADDRESS CHANGES TO BE NOTED ABOVE

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	<p>WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA</p>					N/A
						N/A
						N/A
						N/A
						N/A

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Steven</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
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				WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.		
				BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.		N/A
				BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.		N/A
				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.		N/A
				<p style="text-align: center;">FLOR-DRI SUPPLY CO. INC. 5450 W. JEFFERSON AVE. BIDDER: --- DETROIT, MI 48209-3114 ---</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bryson A. Even</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
TITLE PRESIDENT	FEIN 38-235 5040	ADDRESS CHANGES TO BE NOTED ABOVE

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 DETROIT, MI 48209-3114

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DATE: <i>August 21, 2006</i>		
				SIGNED: <i>Gregory J. Even</i>		
				TITLE: <i>PRESIDENT</i>		
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>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: 33</p> <p>RFQ. NO.: 666C0032</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory J. Even</i>	TELEPHONE <i>313-843-6460</i>	DATE <i>August 21, 2006</i>
TITLE <i>PRESIDENT</i>	FEIN <i>38-235 5040</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 313 843-8948 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- GREG EVEN ----- ***** THIS IS THE END OF RFQ 666C0032 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory J. Even</i>	TELEPHONE 313-843-6460	DATE August 21, 2006
TITLE PRESIDENT	FEIN 38-235 5040	ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

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

West Virginia Division of Highways
Contract Administration Division
1900 Kanawha Blvd., East, Room A729
Charleston, West Virginia 25305

Calcium Chloride shall conform to the requirements of ASTM D98, Type S, Grade I and shall be delivered in moisture proof bags containing fifty (50) lbs. each.

2. BIDDING INSTRUCTIONS

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

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

3. CONTRACT AWARD

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

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

4. SAMPLING AND TESTING

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

West Virginia Division of Highways
Materials Division
190 Dry Branch Road
Charleston, West Virginia 25306

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

5. 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.

Accordingly, bidders shall furnish the following information:

- 1) Location(s) from which Calcium Chloride will be shipped _____
- 2) Price per bag FOB Vendor's storage site \$ 2.75 :
Vendor shall quote freight charge at time of order.

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

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.

6. DELIVERY QUANTITIES

Vendor shall state minimum delivery quantities and additional charges for split delivery locations of a minimum quantity, if any.

7. VENDOR'S INVOICES

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

- a) Division of Highways State Contract Purchase Order (SCO) Number, and this Contract Number.
- b) 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.

8. BID SCHEDULE

Bidding F.O.B. Division's Storage Site

CALCIUM CHLORIDE

FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE. (DOH CLASSIFICATION 011-010-000002)
DETROIT, MI 48209-3114

DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Boone	Rock Creek	550	<u>8.75</u>
Clay Cr 11	Widen Road	500	<u>8.82</u>
Clay	Maysel	350	<u>8.82</u>
Kanawha	North Charleston	400	<u>8.82</u>
Kanawha	Elkview	400	<u>8.82</u>
Kanawha	Chelyan	400	<u>8.82</u>
Kanawha	St. Albans	400	<u>8.82</u>
Mason	Point Pleasant	600	<u>8.82</u>
Putnam	Red House	400	<u>8.82</u>
I-64, Sec. 2	Scary	400	<u>8.82</u>
I-64, Sec. 3	Rt. 119 & Penn. Ave.	400	<u>8.82</u>
I-77 Sec. 3	Sissonville	400	<u>8.82</u>
I-79	Amma	400	<u>8.82</u>
Corridor G	Alum Creek	400	<u>8.82</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

CALCIUM CHLORIDE

FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE. (DOH CLASSIFICATION 011-010-000002)
DETROIT, MI 48209-3114

DISTRICT 2

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Cabell	Barboursville	300	<u>8.78</u>
Lincoln	West Hamlin	300	<u>8.78</u>
Logan	Wilkinson	300	<u>8.78</u>
Mingo	Millers Creek	300	<u>8.78</u>
Wayne	Wayne	300	<u>8.78</u>
I-64	Huntington (16th St. Exit)	300	<u>8.78</u>
Corr. G	Chapmanville	300	<u>8.78</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F O. B. Division's Storage Site

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Calhoun	Millstone	300	<u>8.56</u>
Jackson	Ripley	300	<u>8.56</u>
Pleasants	Belmont	300	<u>8.56</u>
Ritchie	Ellenboro	300	<u>8.56</u>
Roane	Spencer	300	<u>8.56</u>
Roane	Left Hand Wv 36	300	<u>8.56</u>
Roane	Left Hand US 119	200	<u>8.56</u>
Wirt	Elizabeth	300	<u>8.56</u>
Wood	Parkersburg (Rt. 95S)	300	<u>8.56</u>
I-77	Medina	300	<u>8.56</u>
I-77	Parkersburg (Rt. 47 Exit)	300	<u>8.56</u>
PD-50	Greenwood	300	<u>8.56</u>

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Bidding F.O.B. Division's Storage Site

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5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

CALCIUM CHLORIDE

(DOH CLASSIFICATION 011-010-000002)

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
I-79	Goshen Road	500	<u>8.79</u>
I-79	Lost Creek	500	<u>8.79</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Berkeley	Martinsburg & I-81	300	<u>9.05</u>
Grant	Petersburg	300	<u>9.05</u>
Grant	Mt. Storm	300	<u>9.05</u>
Hampshire	Capon Bridge	300	<u>9.05</u>
Hampshire	Romney	300	<u>9.05</u>
Hampshire	Slanesville	300	<u>9.05</u>
Hardy	Moorefield	500	<u>9.05</u>
Hardy	Baker	500	<u>9.05</u>
Jefferson	Charles Town	300	<u>9.05</u>
Mineral	New Creek	300	<u>9.05</u>
Mineral	Skyline	300	<u>9.05</u>
Mineral	Short Gap	300	<u>9.05</u>
Morgan	Berkeley Springs	300	<u>9.05</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

FLOR-DRI SUPPLY CO. INC.CALCIUM CHLORIDE5450 W. JEFFERSON AVE (DOH CLASSIFICATION 011-010-000002)DETROIT, MI 48209-3114DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Brooke	Wellsburg	300	<u>8.76</u>
Hancock	New Manchester	300	<u>8.76</u>
Marshall	Cameron	300	<u>8.76</u>
Marshall	Glen Dale	300	<u>8.76</u>
Ohio	Triadelphia	300	<u>8.76</u>
Tyler	Sistersville	300	<u>8.76</u>
Wetzel	New Martinsville	300	<u>8.76</u>
I-70	Triadelphia	300	<u>8.76</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

*FLOR-DRI SUPPLY CO. INC.*CALCIUM CHLORIDE*5450 W. JEFFERSON AVE.**DETROIT, MI 48209-3114*(DOH CLASSIFICATION 011-010-000002)DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Lewis	Bendale	600	<u>8.70</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE. (DOH CLASSIFICATION 011-010-000002)
DETROIT, MI 48209-3114

CALCIUM CHLORIDE
DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Randolph	Elkins	600	<u>8.75</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

FLOR-DRI SUPPLY CO. INC. CALCIUM CHLORIDE
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114 (DOH CLASSIFICATION 011-010-000002)
DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Nicholas	Summersville	600	<u>8.75</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

8. BID SCHEDULE (Continued)

Bidding F.O.B. Division's Storage Site

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
McDowell	Havaco	300	<u>8.95</u>
Mercer	Princeton	300	<u>8.95</u>
Raleigh	Skelton	300	<u>8.95</u>
Wyoming	Pineville	300	<u>8.95</u>
I-64	Bragg	300	<u>8.95</u>

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

Flor-Dri SUPPLY COMPANY

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

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

Monday, August 21, 2006

John Johnston
WV Department of Administration
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Dear Mr. Johnston:

All prices based on full truckloads with minimum orders of 42,000#. Shipments will be 15 pallets, 56 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 delivery stop.

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

Deanna Parker @ 800-356-7374 ext 103 or 313-843-6460 ext 103

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

Kristin Parsons @ 800-356-7374 ext 102 or 313-843-6460 ext 102

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

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

Sincerely,



Greg Even



Material Safety Data Sheet

The Dow Chemical Company

Product Name: DOWFLAKE* 77-80% Calcium Chloride (50 LB Bag)

Issue Date: 11/04/2005

Print Date: 05 Nov 2005

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

1. Product and Company Identification

Product Name
DOWFLAKE* 77-80% Calcium Chloride (50 LB Bag)

COMPANY IDENTIFICATION

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

Customer Information Number: 800-258-2436

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: 989-636-4400

2. Hazards Identification

Emergency Overview

Color: White

Physical State: Flakes

Odor: Odorless

Hazards of product:

WARNING! Causes eye irritation. May cause skin irritation. May be harmful if swallowed.

OSHA Hazard Communication Standard

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

Potential Health Effects

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

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).

* Indicates a Trademark

Skin Absorption: Prolonged skin contact is unlikely to result in absorption of harmful amounts
Inhalation: Dust may cause irritation to upper respiratory tract (nose and throat) Vapors are unlikely due to physical properties
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.
Effects of Repeated Exposure: The data presented are for the following material: Potassium chloride. In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract. Heart. Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use

3. Composition Information

Component	CAS #	Amount
Calcium chloride	10043-52-4	> 77.0 %
Potassium chloride	7447-40-7	2.5 %
Sodium chloride	7647-14-5	1.5 %
Water	7732-18-5	< 19.0 %

4. First-aid measures

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

Skin Contact: Wash skin with plenty of water

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

Ingestion: Do not induce vomiting. Give one cup (8 ounces or 240 ml) of water or milk if available and transport to a medical facility. Do not give anything by mouth to an unconscious person.

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

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

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

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

Unusual Fire and Explosion Hazards: Heat is generated when product mixes with water.

Hazardous Combustion Products: Not applicable.

6. Accidental Release Measures

Steps to be Taken if Material is Released or Spilled: Small and large spills: Contain spilled material if possible. 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

Handling

General Handling: 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 closed. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Storage

Store in a dry place. Protect from atmospheric moisture.

8. Exposure Controls / Personal Protection

Exposure Limits

Component	List	Type	Value
Calcium chloride	Dow IHG	TWA	10 mg/m ³

Personal Protection

Eye/Face Protection: Use safety glasses. For dusty operations or when handling solutions of the material, wear chemical goggles.

Skin 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: Atmospheric levels should be maintained below the exposure guideline. When respiratory protection is required for certain operations, use an approved air-purifying respirator. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: Particulate filter.

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

Engineering Controls

Ventilation: Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines.

9. Physical and Chemical Properties

Physical State	Flakes
Color	White
Odor	Odorless
Flash Point - Closed Cup	Not applicable
Flammable Limits in Air	Lower: Not applicable Upper: Not applicable
Autoignition Temperature	Not applicable
Vapor Pressure	1.0 mmHg @ 25 °C <i>Literature</i>
Boiling Point (760 mmHg)	Not applicable
Vapor Density (air = 1)	Not applicable
Specific Gravity (H ₂ O = 1)	Not applicable
Bulk Density	51 - 60 lb/ft ³ <i>Estimated</i>
Freezing Point	Not applicable
Melting Point	174 °C (345 °F) <i>Literature (Approx)</i>
Solubility in Water (by weight)	readily soluble
pH	Not applicable
Kinematic Viscosity	Not applicable

10. Stability and Reactivity

Stability/Instability

Stable. Hygroscopic.

Conditions to Avoid: None known Avoid moisture

Incompatible Materials: 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

Hazardous Polymerization

Will not occur.

Thermal Decomposition

Does not decompose

11. Toxicological Information

Acute Toxicity

Ingestion

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

Skin Absorption

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

Repeated Dose Toxicity

The data presented are for the following material: Potassium chloride. In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract Heart. Kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use

Developmental Toxicity

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

Genetic Toxicology

The data presented are for the following material: Calcium chloride or CaCl₂. In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride. In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown.

12. Ecological Information

CHEMICAL FATE

Data for Component: Calcium chloride

Movement & Partitioning

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

Persistence and Degradability

Biodegradation is not applicable.

Data for Component: Potassium chloride

Movement & Partitioning

Partitioning from water to n-octanol is not applicable.

Persistence and Degradability

Biodegradation is not applicable.

Data for Component: Sodium chloride

Movement & Partitioning

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

Persistence and Degradability

Biodegradation is not applicable.

ECOTOXICITY

Data for Component: Calcium chloride

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

Fish Acute & Prolonged Toxicity

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

Aquatic Invertebrate Acute Toxicity

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

Toxicity to Micro-organisms

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

Data for Component: Potassium chloride

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

Fish Acute & Prolonged Toxicity

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

Aquatic Invertebrate Acute Toxicity

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

Data for Component: Sodium chloride

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

Fish Acute & Prolonged Toxicity

- || LC50, fathead minnow (*Pimephales promelas*): 10,610 mg/l
Aquatic Invertebrate Acute Toxicity
- || LC50, water flea *Daphnia magna*: 4,571 mg/l
Toxicity to Micro-organisms
- || IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

13. Disposal Considerations

All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. DOW HAS 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 Landfill. Waste water treatment system. As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess or manage chemicals or plastics, and that manage used drums. Telephone Dow's Customer Information Group at 1-800-258-2436 or 1-989-832-1556 (U.S.), or 1-800-331-6451 (Canada) for further details.

14. Transport Information

|| DOT Non-Bulk
NOT REGULATED

|| DOT Bulk
NOT REGULATED

|| IMDG
NOT REGULATED

|| ICAO/IATA
NOT REGULATED

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

15. Regulatory Information

OSHA Hazard Communication Standard

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

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

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

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

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

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

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

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

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

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

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

US. Toxic Substances Control Act

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

16. Other Information

Recommended Uses and Restrictions

Snow and ice melting. Dust Control For industrial use

Revision

Identification Number: 50106 / 1001 / Issue Date 11/04/2005 / Version: 2.0

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

Legend

N/A	Not available
W/W	Weight/Weight
OEL	Occupational Exposure Limit
STEL	Short Term Exposure Limit
TWA	Time Weighted Average
ACGIH	American Conference of Governmental Industrial Hygienists, Inc.
DOW IHG	Dow Industrial Hygiene Guideline
WEEL	Workplace Environmental Exposure Level
HAZ. DES	Hazard Designation

The Dow Chemical Company urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that its activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have

Product Name: DOWFLAKE* 77-80% Calcium Chloride (50 LB Bag)

Issue Date: 11/04/2006

|| obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

Authorized Signature: *Bryson J. Even* FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114 Date: August 21, 2006