



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
088C0066

PAGE
1

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

\*709024622 630-371-2655

VENDOR

SICALCO LTD  
 907 NORTH ELM STREET  
 SUITE 100  
 HINSDALE IL 60521

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 P.O. BOX 1516  
 US 219, NORTH PARSONS ROAD  
 ELKINS, WV  
 26241-1516 304-557-0215

DATE PRINTED 11/01/2007	TERMS OF SALE <b>NET 30 DAYS</b>	SHIP VIA <b>BEST WAY</b>	F.O.B. <b>DESTINATION</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: 11/20/2007	BID OPENING TIME		01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		325-12	<b>\$.80 Gallon - 32%</b> <b>\$ 1.15 Gallon - 42%</b>	
LIQUID CALCIUM SOLUTION						
OPEN END CONTRACT						
PROVIDE AND DELIVER LIQUID CALCIUM SOLUTION FOR THE PURPOSE OF PRE-WETTING SODIUM CHLORIDE STOCKPILES AT VARIOUS LOCATIONS IN DISTRICT 8 AND FOR ROADWAY DUST CONTROL APPLICATION PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 1						
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.						
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.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 630-371-2657	DATE November 14, 2007
TITLE PRESIDENT	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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 HINSDALE IL 60521

AUCTION

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 P.O. BOX 1516  
 US 219, NORTH PARSONS ROAD  
 ELKINS, WV  
 26241-1516 304-557-0215

SHIP TO

DATE PRINTED 11/01/2007	TERMS OF SALE <b>NET 30 DAYS</b>	SHIP VIA <b>BEST WAY</b>	F.O.B. <b>DESTINATION</b>	FREIGHT TERMS <b>PREPAID</b>
BID OPENING DATE: 11/20/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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> <p>REV. 9/98</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE PRESIDENT	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE	

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PURCHASER

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO. : .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES</p>						

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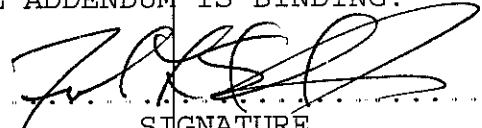
VENDOR


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<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE            SICALCO, LTD            COMPANY            11/05/2007            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">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 IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI</p>						

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				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 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.		
				B. APPLICATION IS MADE FOR 2.5% 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		
				( ) 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 WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.		

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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.</p> <p>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.</p> <p>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.</p> <p>BIDDER: <u>Sicalco LTD</u></p> <p>DATE: <u>11/05/2007</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 630-371-2657	DATE November 14, 2007	
TITLE <b>PRESIDENT</b>	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE	

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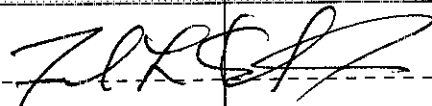
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: </p> <p>TITLE: <u>President</u></p> <p style="text-align: right;"><i>no preference Requested</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: 088C0066</p> <p>BID OPENING DATE: 11/20/2007</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <b>630-371-1026</b> -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <b>Franc L. SIBER JR</b> ----- <b>fsibr@sicalco.net</b> <b>630-371-2657 DL</b> <b>630-371-1026 Fax</b>						
***** THIS IS THE END OF RFQ 088C0066 ***** TOTAL: _____						

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 36-3028937	DATE November 14, 2007
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Item	Estimated Usage		Unit Price Per Gallon
1.	10,000 Gallons	32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride	<del>\$ 7.19</del> .80
2.	10,000 Gallons	42% Liquid Calcium Chloride Solution For the purpose of pre-wetting sodium chloride stock piles	<del>\$ 7.19</del> 1.15
3.	10,000 Gallons	42% Liquid Calcium Chloride Solution To be delivered and sprayed on unpaved rock roads for dust control using Material Application Controllers with Ground Speed Sensors and Variable Spray Width Ability	<del>\$ 7.19</del> 1.15

**Calcium Chloride shall conform to the requirements of ASTM D 98.**

**LOCATIONS AS FOLLOWS:****PENDLETON COUNTY**

FRANKLIN, US 220 NORTH, WV  
JUDY GAP, WV  
BRANDYWINE, WV  
ONEGO, WV  
FRANKLIN, US 220 SOUTH, WV

**POCAHONTAS COUNTY**

MARLINTON, WV  
GREEN BANK, WV  
THORNWOOD, WV  
SLATY FORK, WV  
SEEBERT, WV

**RANDOLPH COUNTY**

ELKINS, WV  
COALTON, WV  
HARMAN, WV  
MILL CREEK, WV  
PICKENS, WV  
VALLEY HEAD, WV

**TUCKER COUNTY**

PARSONS, WV  
THOMAS, WV

THE SUPPLIER SHALL UNDERSTAND THAT EVEN THOUGH A BID IS REQUESTED FOR EACH COUNTY, NOT NECESSARILY WILL AN ORDER BE EXTENDED FOR EACH COUNTY. VENDOR SHOULD BID ACCORDINGLY.

**CERTIFICATION:**

THE SUPPLIER SHALL FURNISH THE WV DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AT THE TIME OF DELIVERY TWO (2) COPIES OF THE DELIVERY TICKET. THE DELIVERY REQUEST SHALL CONTAIN THE FOLLOWING INFORMATION UPON LOADING THE CARRIER:

1. THE GALLONS AND WEIGHT OF SOLUTION DELIVERED
2. THE SPECIFIC GRAVITY AND TEMPERATURE OF THE SOLUTION AT THE TIME OF THE LOADING

**DELIVERY:**

THE MINIMUM DELIVERY OF THE LIQUID CALCIUM CHLORIDE SOLUTION SHALL BE 800 GALLONS, AT ANY SINGLE LOCATION. THE MAXIMUM DELIVERY SHALL BE 3,900 GALLONS.

THE SUPPLIER SHALL FURNISH A MEANS OF DETERMINING THE SPECIFIC GRAVITY AND TEMPERATURE OF THE DELIVERED SOLUTION AT THE FIRST POINT OF DELIVERY. THE LIQUID CALCIUM CHLORIDE SOLUTION SHALL BE TRANSPORTED IN AN INSULATED TRAILER AND SHALL BE DELIVERED AT A TEMPERATURE BETWEEN 80° AND 90° F. THE TANK SHALL BE EQUIPPED WITH A BY-PASS PUMP, AND APPROVED METERING DEVICE, TWO-HUNDRED (200) FEET OF TWO (2) INCH HOSE WITH A HAND-CHECK VALVE AT THE NOZZLE FOR OPERATOR SHUT-OFF, A PROBE FOR INJECTION OF TEN (10) FEET LENGTH SUPPLIED IN FIVE (5) FEET INCREMENTS, AND A CERTIFIED CALIBRATION CHART FOR THE DELIVERY TANK.

**PAYMENT:**

LIQUID CALCIUM CHLORIDE SOLUTION SHALL BE PAID AT THE PER GALLON UNIT BID PRICE OF THE SOLUTION DELIVERED AND APPLIED AS MEASURED BY THE APPROVED METERING DEVICE. IN NO CASE WILL THIS AMOUNT EXCEED THE TOTAL GALLONAGE CERTIFIED ON THE DELIVERY TICKET. THE PER GALLON UNIT BID PRICE WILL BE ADJUSTED AT THE RATE OF 2.50% PER 1% DEVIATION BEFORE 42%. IF THE DEPARTMENT'S REPRESENTATIVE, BY SAMPLING THE MATERIAL, DECIDES THE MATERIAL DEVIATION IS LARGE ENOUGH THAT THE SOLUTION WILL NOT ACCOMPLISH ITS INTENDED USE, THE SHIPMENT WILL BE RETURNED AT NO COST TO THE WV DEPARTMENT OF TRANSPORTATION.

**DEMURRAGE:**

DEMURRAGE WILL BE PAID AFTER TWO (2) HOURS AT ANY DELIVERY LOCATION WITHIN DISTRICT EIGHT AT THE RATE OF ONE-HALF (1/2) HOURS. SUPPLIER AND THE DEPARTMENT WILL AGREE TO THE INCURRED DEMURRAGE AT THE POINT OF DELIVERY. DEMURRAGE WILL NOT BE INCURRED IF VENDOR ARRIVES AT THE APPOINTED DESTINATION BEFORE THE APPOINTED TIME AGREED ON BY THE SUPPLIER AND THE DEPARTMENT. DEMURRAGE WILL ALSO NOT BE INCURRED IF THE TEMPERATURE OF THE SOLUTION DROPS TO A POINT IT CAUSES A PROBLEM IN THE APPLICATION PROCESS.

PRICE PER ONE-HALF (1/2) HOUR \$ 50.00

**PRE-WETTING INSTRUCTIONS:**

AT THE DELIVERY POINT, SUPPLIER WILL PROVIDE PERSONNEL CAPABLE OF INSTRUCTING DEPARTMENTAL PERSONNEL IN THE USE OF PRE-WETTING EQUIPMENT AND TECHNIQUE. THE TRAINING SHOULD INCLUDE SUCH TOPICS AS HANDLING OF LIQUID CALCIUM CHLORIDE, EQUIPMENT USED, SAFETY PRECAUTIONS, AND ANY OTHER TOPIC DEEMED NECESSARY TO INCREASE THE EFFICIENCY AND EFFECTIVENESS OF THE OPERATIONS AND USE OF LIQUID CALCIUM CHLORIDE.



# Material Safety Data Sheet

The Dow Chemical Company

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

**Issue Date:** 01/02/2007

**Print Date:** 02 Jan 2007

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

## 1. Product and Company Identification

### Product Name

LIQUIDOW\* Technical Grade Calcium Chloride Solution

### COMPANY IDENTIFICATION

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

Customer Information Number: 800-258-2436

### EMERGENCY TELEPHONE NUMBER

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

## 2. Hazards Identification

### Emergency Overview

**Color:** Clear

**Physical State:** Liquid

**Odor:** Odorless

**Hazards of product:**

**WARNING!** Causes eye irritation. Prolonged exposure may cause skin burns. Slipping hazard. Isolate area.

### OSHA Hazard Communication Standard

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

### Potential Health Effects

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

**Skin Contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut) May cause more severe response on covered skin (under clothing,

\* Indicates a Trademark

gloves). Prolonged contact may cause skin burns. Symptoms may include pain, severe local redness, swelling, and tissue damage.

**Skin Absorption:** Prolonged skin contact is unlikely to result in absorption of harmful amounts

**Inhalation:** Mist may cause irritation of upper respiratory tract (nose and throat).

**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation.

### 3. Composition Information

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

### 4. First-aid measures

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

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

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

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

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

### 5. Fire Fighting Measures

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

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

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

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

**Hazardous Combustion Products:** Not applicable

### 6. Accidental Release Measures

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

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

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

## 7. Handling and Storage

### Handling

**General Handling:** Product shipped/handled hot can cause thermal burns. Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

### Storage

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

## 8. Exposure Controls / Personal Protection

### Exposure Limits

Component	List	Type	Value
Calcium chloride	Dow IHG	TWA	10 mg/m <sup>3</sup>
Sodium chloride	Dow IHG	TWA	10 mg/m <sup>3</sup>

### Personal Protection

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

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

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

**Respiratory Protection:** 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	Liquid
Color	Clear
Odor	Odorless
Flash Point - Closed Cup	Not applicable
Flammable Limits In Air	Lower: Not applicable Upper: Not applicable
Autoignition Temperature	Not applicable
Vapor Pressure	9 - 15 mmHg @ 25 °C <i>Literature</i>
Boiling Point (760 mmHg)	110 - 122 °C (230 - 252 °F) <i>Literature</i>
Vapor Density (air = 1)	<i>Literature</i> same as water
Specific Gravity (H2O = 1)	1.275 - 1.439 <i>Literature</i>
Freezing Point	Varies
Melting Point	Not applicable
Solubility in Water (by weight)	<i>Literature</i> completely miscible with water
pH	9.2 <i>Estimated</i> (10% dilution in water)
Kinematic Viscosity	2.6 cSt @ 25 °C <i>Estimated</i>

## 10. Stability and Reactivity

### Stability/Instability

Stable.

Conditions to Avoid: None known.

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

### Hazardous Polymerization

Will not occur.

### Thermal Decomposition

Does not decompose.

## 11. Toxicological Information

### Acute Toxicity

#### Ingestion

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

#### Skin Absorption

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

### Genetic Toxicology

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

## 12. Ecological Information

## 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

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

### Data for Component: Sodium chloride

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

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

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

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

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

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

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

### 13. Disposal Considerations

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

### 14. Transport Information

**DOT Non-Bulk**  
NOT REGULATED

**DOT Bulk**  
NOT REGULATED

**IMDG**  
NOT REGULATED

**ICAO/IATA**  
NOT REGULATED

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

### 15. Regulatory Information

#### OSHA Hazard Communication Standard

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

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

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

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

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

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

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

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

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

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

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

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

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

**US. Toxic Substances Control Act**

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

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

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

**16. Other Information**

**Recommended Uses and Restrictions**

A calcium chloride product - Dust Control De-icing fluid. For industrial use. Dow recommends that you use this product in a manner consistent with the listed use. If your intended use is not consistent with Dow's stated use, please contact Dow's Customer Information Group.

**Revision**

Identification Number: 81498 / 1001 / Issue Date 01/02/2007 / Version: 3.0

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

**Legend**

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

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

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

# **SICALCO LTD.**

MARKETERS OF LIQUID CALCIUM CHLORIDE



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, Wv 25305-0130

Attention: Michael Austin

RE: WORKMEN'S COMPENSATION  
RFQ 088C0066

Dear Mr. Austin;

In regard to the above, we wish to advise you that:

- 1) The State of Illinois does not issue a Certificate of Workmen's Compensation.
- 2) Sicalco, Ltd. will not employ a resident of West Virginia in the performance of above should Sicalco, Ltd. be awarded the contract.
- 3) A copy of Certificate of Insurance is attached.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank L. Sibr, Jr.', written over a horizontal line.

Frank L. Sibr, Jr.  
President  
SICALCO, LTD.

MARKETING OFFICE: 630/371-2655  
FAX: 630/371-1026  
SERVICE CENTER: 800/435-1919  
FAX: 815/938-2456

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KB  
SICRB11

DATE (MM/DD/YYYY)  
10/13/07

**PRODUCER**

Cottingham & Butler, Inc.  
300 SECURITY BUILDING PO BX 28  
DUBUQUE IA 52001  
Phone: 563-587-5000 Fax: 563-583-7339

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC #**

**INSURED**

Sicalco Ltd & RBIS Ltd  
907 N Elm St Ste 100  
Hinsdale IL 60521-3644

INSURER A: **Acuity Group**

14184

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	F81043	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						<b>Emp Ben.</b>	1000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	F81043	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$ 1000000
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	F81043	03/01/07	03/01/08	EACH OCCURRENCE	\$ 4000000
						AGGREGATE	\$ 4000000
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	F81043	03/01/07	03/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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.

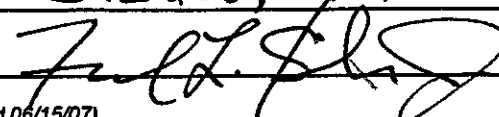
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 exceed five percent of the total contract amount.

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

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

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

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

Vendor's Name: Sicalco, LTD,  
Authorized Signature:  Date: 11/5/2007