



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
6610C004

PAGE
1

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

VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/03/2009	NET 30 DAYS	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 11/18/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45	SEE BID SCHEDULE	SEE BID SCHEDULE
LIQUID CALCIUM CHLORIDE  OPEN END CONTRACT  TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO SUPPLY LIQUID CALCIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.  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.  EXHIBIT 3  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.						

RECEIVED

2009 NOV 16 A 10:06

PURCHASING DIVISION  
STATE OF WV

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE PRESIDENT		FEIN 36-3028937		TELEPHONE 630-371-2655	DATE 11-13-09
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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
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S H P T O

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

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11/03/2009	NET 30 DAYS	BEST WAY	DESTINATION	PREPAID

BID OPENING DATE: 11/18/2009 BID OPENING TIME 01:30PM

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

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE		TELEPHONE	DATE		
PRESIDENT		630-371-2655	11-13-09		
36-3028937			ADDRESS CHANGES TO BE NOTED ABOVE		

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



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DATE PRINTED <b>11/03/2009</b>	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>
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BID OPENING DATE: **11/18/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:          NO. 1 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **630-371-2655** DATE **11-19-09**

TITLE **PRESIDENT** ADDRESS **36-3028937** ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **11/18/2009**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE            .....  <b>SICALCO, LTD.</b>            .....            COMPANY            .....  <b>11-13-09</b>            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>630-371-2655</b>	DATE <b>11-13-09</b>
TITLE <b>PRESIDENT</b>	FEIN <b>36-3028937</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				6610C004		
BID OPENING DATE: -----						
BID OPENING TIME: -----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				630-371-1026		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				FRANK L. SIGR, JR		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 630-371-2655	DATE 11-13-09
TITLE PRESIDENT	FEIN 36-3028937	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 6610C004 ***** TOTAL: <u>SEE DISTRICTS</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>630-371-2655</b>	DATE <b>11-13-09</b>
TITLE <b>PRESIDENT</b>	FAX <b>36-3028937</b>	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 as modified by the current Supplemental Specifications shall apply to the administration of this contract: Sections 101, 102.4, 105.3, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

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

The terms "Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

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

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

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

2. BIDDING INSTRUCTIONS

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

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

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

3. CONTRACT AWARD

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

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

4. DELIVERY

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

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

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



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

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

#### 5. SAMPLING AND TESTING

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

West Virginia Division of Highways  
Materials Division  
190 Dry Branch Road  
Charleston, West Virginia 25306  
Phone Number 304-558-3175

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

#### 6. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the above prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangements for payment.

#### 7. VENDOR'S INVOICES

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

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

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

8. CERTIFICATION

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

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

9. PRE-WETTING INSTRUCTIONS

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

10. PAYMENT

Liquid calcium chloride solution shall be paid at the per gallon unit bid price of the solution delivered and applied as measured by the approved metering device. In no case will this amount exceed the total gallonage certified on the delivery ticket. The per gallon unit bid price will be adjusted at the rate of 2.50% per 1% deviation before 42%. If the Department's representative, by sampling the material, decides the material deviation is large enough that the solution will not accomplish its intended use, the shipment will be returned at no cost to the West Virginia Department of Transportation.

10. BID SCHEDULE

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Boone	Clinton (WV 85)	1	\$ .76	
Boone	Rock Creek	1	\$ .76	
Boone	Seth	1	\$ .76	
Clay	CR 11 Widen Road	6000	\$ .76	\$ 4,560.00
Clay	Maysel	1	\$ .76	
Kanawha	St. Albans	6000	\$ .76	\$4,560.00
Kanawha	Chelyan	6000	\$ .76	\$4,560.00
Kanawha	North Charleston	6000	\$ .76	\$4,560.00
Kanawha	Elkview	6000	\$ .76	\$4,560.00
Kanawha	Corridor G	5000	\$ .76	\$3,800.00
Kanawha	Sissonville	5000	\$ .76	\$3,800.00
Mason	Point Pleasant	1	\$ .76	
Putnam	Red House	1	\$ .76	
Putnam	Hurricane (Rt. 34)	6000	\$ .76	\$4,560.00
Putnam	Rt. 35	1	\$ .76	

Item

1

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

TOTAL \* \$ 34,960.00

\*Total based on  
amount extensions.

The Bid Schedules are ready for download on Purchasing's Web site at  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 2

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

<u>Item</u>	<u>TOTAL</u>	<u>\$ 50,150.00</u>
1 32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.		

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Calhoun	Millstone	1	<u>\$.85</u>	
Jackson	I-77 Medina	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Jackson	Ripley	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pleasants	Belmont	1	<u>\$.85</u>	
Ritchie	Corridor D Nutter Farm	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Ritchie	Corridor D Ellenboro	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Ritchie	Ellenboro (HQ)	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Roane	Spencer	1	<u>\$.85</u>	
Wirt	Elizabeth	1	<u>\$.85</u>	
Wood	I-77 Parkersburg	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Wood	River Hill	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Wood	Parkersburg (HQ)	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>

Item

1

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

TOTAL \* \$ 40,800.00

*[Signature]*  
\*Total based on  
amount extensions.

10. BID SCHEDULE Cont.

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

LIQUID CALCIUM CHLORIDE

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Doddridge	Smithburg	1	<u>\$.85</u>	
Harrison	Lost Creek I-79	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Harrison	Gore	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Harrison	Tunnel Hill	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Marion	Fairmont	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Marion	Mannington	1	<u>\$.85</u>	
Marion	Goshen Road I-79	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Monongalia	Ridgedale	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Monongalia	Pentress	1	<u>\$.85</u>	
Preston	Bruceeton Mills I-68	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Coopers Rock I-68	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Albright	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Aurora	1	<u>\$.85</u>	
Preston	Fellowsville	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Preston	Tera Alta	1	<u>\$.85</u>	
Taylor	Pruntytown	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>

**TOTAL** \* \$ 56,100.00

Item

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

*ALS*

\*Total based on amount extensions.

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Berkeley	I-81	12000	<u>\$.91</u>	<u>\$ 10,920.00</u>
Grant	Petersburg	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Grant	Mount Storm	12000	<u>\$.91</u>	<u>\$ 10,920.00</u>
Hampshire	Romney	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Hampshire	Capon Bridge	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Hampshire	Slanesville	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Hardy	Moorefield	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Hardy	Baker	12000	<u>\$.91</u>	<u>\$ 10,920.00</u>
Jefferson	Kearneysville	12000	<u>\$.91</u>	<u>\$ 10,920.00</u>
Mineral	Burlington	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Mineral	Sky Line	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Mineral	Short Gap	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Mineral	New Creek	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Morgan	Berkeley Springs	6000	<u>\$.91</u>	<u>\$ 5,460.00</u>
Morgan	Largant (Proposed Future Site)	3000	<u>\$.91</u>	<u>\$ 2,730.00</u>

<b>TOTAL</b>	<b>\$ <u>101,010.00</u></b>
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Item

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

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Brooke	US 22	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Brooke	Wellsburg	18000	<u>\$.89</u>	<u>\$16,020.00</u>
Hancock	New Manchester	6000	<u>\$.89</u>	<u>\$ 5,340.00</u>
Marshall	Glen Dale	24000	<u>\$.89</u>	<u>\$21,360.00</u>
Marshall	Cameron	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Marshall	Hundred	1	<u>\$.89</u>	
Ohio	Tridelfhia	18000	<u>\$.89</u>	<u>\$16,020.00</u>
Ohio	I-70 Tridelfhia	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Tyler	Sistersville	12000	<u>\$.89</u>	<u>\$10,680.00</u>
Tyler	Centerville	1	<u>\$.89</u>	
Wetzel	New Martinsville	18000	<u>\$.89</u>	<u>\$16,020.00</u>
Wetzel	Pine Grove	12000	<u>\$.89</u>	<u>\$10,680.00</u>

TOTAL \* \$ 128,160.00

Item

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



\*Total based on  
amount extensions.



10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Barbour	Phillipi	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Barbour	Belington	1	<u>\$.78</u>	_____
Braxton	Burnsville I-79	3000	<u>\$.78</u>	<u>\$ 2,340.00</u>
Braxton	Coon Knob I-79	2000	<u>\$.78</u>	<u>\$ 1,560.00</u>
Braxton	Gassaway	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Gilmer	Glenville	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Lewis	Weston	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Lewis	Mudlick I-79	1	<u>\$.78</u>	_____
Upshur	Corridor H	6000	<u>\$.78</u>	<u>\$ 4,680.00</u>
Upshur	Kanawha Head	1	<u>\$.78</u>	_____
Webster	Bolair (HQ)	1	<u>\$.78</u>	_____
Webster	Hacker Valley	1	<u>\$.78</u>	_____

Item

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

**TOTAL** ✂ \$ 27,300.00



**\*Total based on  
amount extensions.**

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Pendleton	Franklin	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pendleton	Judy Gap	1	<u>\$.85</u>	<u>                    </u>
Pendleton	Brandywine	1	<u>\$.85</u>	<u>                    </u>
Pocahontas	Hillsboro	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pocahontas	Thornwood	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pocahontas	Slaty Fork	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pocahontas	Green Bank	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pocahontas	Marlinton	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Pocahontas	Hillsboro	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Randolph	Elkins	12000	<u>\$.85</u>	<u>\$10,200.00</u>
Randolph	Corridor H Elkins	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Randolph	Mill Creek	6000	<u>\$.85</u>	<u>\$ 5,100.00</u>
Randolph	Valley Head	1	<u>\$.85</u>	<u>                    </u>
Randolph	Coalton	1	<u>\$.85</u>	<u>                    </u>
Tucker	Parsons	12000	<u>\$.85</u>	<u>\$10,200.00</u>
Tucker	Thomas	12000	<u>\$.85</u>	<u>\$10,200.00</u>

**TOTAL** \* \$ 76,500.00

Item

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

\*Total based on  
amount extensions

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
Fayette	Oak Hill APD	9000	<u>\$.76</u>	<u>\$ 6,840.00</u>
Fayette	Oak Hill	15000	<u>\$.76</u>	<u>\$11,400.00</u>
Fayette	Lookout	19000	<u>\$.76</u>	<u>\$14,440.00</u>
Greenbrier	I-64 Harts Run	9000	<u>\$.76</u>	<u>\$ 6,840.00</u>
Greenbrier	Lewisburg	15000	<u>\$.76</u>	<u>\$11,400.00</u>
Greenbrier	Crawley	22000	<u>\$.76</u>	<u>\$16,720.00</u>
Monroe	Union	8000	<u>\$.76</u>	<u>\$ 6,080.00</u>
Nicholas	Corridor L Muddlety	20000	<u>\$.76</u>	<u>\$15,200.00</u>
Nicholas	Summersville	15000	<u>\$.76</u>	<u>\$11,400.00</u>
Nicholas	Curtin	17000	<u>\$.76</u>	<u>\$12,920.00</u>
Summers	Summers Co. (HQ)	9000	<u>\$.76</u>	<u>\$ 6,840.00</u>

<u>Item</u>	<u>TOTAL</u>	<u>\$ 120,080.00</u>
1 32% Liquid Calcium Chloride Solution To fill 6,000 gallon storage tanks for the purpose of pre-wetting sodium chloride.		

10. BID SCHEDULE Cont.

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

## LIQUID CALCIUM CHLORIDE

## DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (GAL)	Unit Price	Amount
McDowell	Havaco	18000	<u>\$.74</u>	<u>\$13,320.00</u>
McDowell	Johnny Cake	7200	<u>\$.74</u>	<u>\$ 5,328.00</u>
McDowell	Yukon	6000	<u>\$.74</u>	<u>\$ 4,440.00</u>
Mercer	Princeton	20300	<u>\$.74</u>	<u>\$15,022.00</u>
Mercer	Princeton I-77	13300	<u>\$.74</u>	<u>\$ 9,842.00</u>
Mercer	Flat Top	6000	<u>\$.74</u>	<u>\$ 4,440.00</u>
Raleigh	Beckley	26600	<u>\$.74</u>	<u>\$19,684.00</u>
Raleigh	Bolt	11200	<u>\$.74</u>	<u>\$ 8,288.00</u>
Raleigh	Bragg I-64	24150	<u>\$.74</u>	<u>\$17,871.00</u>
Wyoming	Pineville	19600	<u>\$.74</u>	<u>\$14,504.00</u>
Wyoming	Still Run	12000	<u>\$.74</u>	<u>\$ 8,880.00</u>

	<b>TOTAL</b>	<b>\$ <u>121,619.00</u></b>
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Item

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

**SAFETY DATA SHEET**



**LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION**

MSDS No.: M48009

Rev. Date: 2009-07-14

Rev. Num. 00

**1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

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

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

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

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

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

**2. HAZARDS IDENTIFICATION**

\*\*\*\*\*

**EMERGENCY OVERVIEW:**

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

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

**PRECAUTIONARY STATEMENTS:** Isolate area. Slipping hazard.

\*\*\*\*\*

**POTENTIAL HEALTH EFFECTS:**

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

**Skin contact:** Brief contact is essentially nonirritating to skin. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves). Prolonged contact may cause skin irritation, even a burn.

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

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

See Section 11: TOXICOLOGICAL INFORMATION

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### 3. COMPOSITION/INFORMATION ON INGREDIENTS

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

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### 4. FIRST AID MEASURES

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

**SKIN CONTACT:** Wash off immediately with plenty of water.

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

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

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

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

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### 5. FIRE-FIGHTING MEASURES

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**Fire Hazard:** This material does not burn.

**Extinguishing Media:** Use extinguishing agents appropriate for surrounding fire.

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**Fire Fighting:** Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

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

## 6. ACCIDENTAL RELEASE MEASURES

**Occupational Release:**

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

**Personal Precautions:**

Spilled material may cause a slipping hazard. Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

**Environmental Precautions:**

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

## 7. HANDLING AND STORAGE

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

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

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Regulatory Exposure limit(s):**

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

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

**Non-Regulatory Exposure Limit(s):**

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

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

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

**ENGINEERING CONTROLS:** Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear chemical safety goggles.

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

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

**Respiratory Protection:** Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Physical State:** Liquid  
**Color:** Clear



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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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

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## 10. STABILITY AND REACTIVITY

**Reactivity/ Stability:**  
Stable.

**Conditions to Avoid:**  
None known.

**Incompatibilities/ Materials to Avoid:** Avoid contact with: Sulfuric acid. Corrosive to some metals. Avoid contact with metals such as brass, ferrous metals, and mild steel. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate.

**Hazardous Decomposition Products:**  
Does not decompose

**Hazardous Polymerization:**  
Will not occur.

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## 11. TOXICOLOGICAL INFORMATION

### TOXICITY DATA:

LD50 Oral Typical for this family of materials. LD50, Rat 918 - 1,668 mg/kg  
LD50 Dermal For the major component(s): LD50, Rabbit > 5,000 mg/kg

### CHRONIC TOXICITY:

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

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

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

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

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## 12. ECOLOGICAL INFORMATION

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### ECOTOXICITY DATA:

- **Aquatic Toxicity:**

Material is practically non-toxic to aquatic organisms on an acute basis  
(LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)

- **Freshwater Fish Toxicity:**

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

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

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

- **Invertebrate Toxicity:**

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

**Potassium Chloride:** EC50, water flea *Daphnia magna*, 24 h, immobilization: 590 mg/l  
LC50, water flea *Ceriodaphnia dubia*, 96 h: 3,470 mg/l

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

- **Microorganism Toxicity:**

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

### FATE AND TRANSPORT:

**BIODEGRADATION:** Biodegradation is not applicable.

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

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## 13. DISPOSAL CONSIDERATIONS

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Reuse or recycle if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Reclaimer. Waste water treatment system.

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**14. TRANSPORT INFORMATION**

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

**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:** Not regulated.

**15. REGULATORY INFORMATION**

**U.S. REGULATIONS**

**OSHA REGULATORY STATUS:**

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200) (US)

**CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):**

Not regulated.

**EPCRA EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):**

Not regulated

**EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.21):**

Acute Health Hazard

**EPCRA SECTION 313 (40 CFR 372.65):**

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

**OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):**

Not regulated

**NATIONAL INVENTORY STATUS**

**U.S. INVENTORY STATUS: Toxic Substance Control Act (TSCA):** All components are listed or exempt

**TSCA 12(b):** This product is not subject to export notification

**Canadian Chemical Inventory:** All components are listed

**STATE REGULATIONS**

**California Proposition 65:** This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute. **WARNING:** This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bormate, a chemical known to the State of California to cause cancer.

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

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

**CANADIAN REGULATIONS**

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

<b>WHMIS Classification:</b>	D2B
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**16. OTHER INFORMATION**

Prepared by: OxyChem Corporate HESS - Health Risk Management

**Disclaimer:**

A calcium chloride product – Dust control and de-icing fluid. For industrial use. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated uses, please contact your sales or technical service representative.

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

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

<b>Health:</b>	2	<b>Flammability:</b>	0	<b>Reactivity:</b>	0
<b>NFPA 704 - Hazard Identification Ratings (SCALE 0-4)</b>					
<b>Health:</b>	1	<b>Flammability:</b>	0	<b>Reactivity:</b>	0

**IMPORTANT:**

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

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

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# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**4. Application is made for 5% resident vendor preference for the reason checked:**

N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

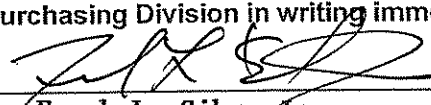
N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Sicalco LTD

Signed:  No Preference  
Frank L. Sibr, Jr.

Date: 11-13-09

Title: PRESIDENT

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

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

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: 975 Sidco LTD  
Authorized Signature: [Signature] Date: 11-13-09