



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
6610C005

PAGE
1

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

VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 08/30/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **09/16/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
<p>CALCIUM CHLORIDE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR THE SUPPLY OF CALCIUM CHLORIDE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

RECEIVED

2009 SEP 15 A 10:23

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jason Owen</i>	TELEPHONE 313-843-6460	DATE <i>September 11, 2009</i>
TITLE PRESIDENT	FEIN 38-2355040	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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."

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



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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory J. Owen</i>	TELEPHONE 313-843-6460	DATE September 11, 2009
TITLE PRESIDENT	FEIN 38-2355040	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Gregory J. Green* TELEPHONE: 313-843-6460 DATE: Sept 11, 2009

TITLE: President FAX: 38-235 5040 ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"><i>Gregory A. Even</i> SIGNATURE</p> <p style="text-align: right;"><i>Flor Dri Supply Co., Inc.</i> COMPANY</p> <p style="text-align: right;"><i>9/11/09</i> DATE</p>						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory A. Even</i>	TELEPHONE 313-843-6460	DATE Sept 11, 2009
TITLE <i>President</i>	FEIN 38-235 5040	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **09/16/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.: 6610C005 BID OPENING DATE: <u>9/16/09</u> BID OPENING TIME: <u>1:30 PM</u> PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>313-843-8948</u> CONTACT PERSON (PLEASE PRINT CLEARLY): <u>GREG EVEN</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg Even</i>	TELEPHONE 313-843-6460	DATE Sept 11, 2009
TITLE <i>President</i>	FEIN 38-235 5040	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 6610C005 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory A. Owen</i>	TELEPHONE 313-843-6460	DATE Sept 11, 2009
TITLE <i>President</i>	FEIN 38-2355040	ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000 and as modified by the current Supplemental Specification shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

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

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

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

Engineering Division, Technical Section
West Virginia Division of Highways
State Capitol Complex, Bldg. 5, Room A-650
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

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

2. BIDDING INSTRUCTIONS

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

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

3. CONTRACT AWARD

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

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

4. SAMPLING AND TESTING

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

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

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

5. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

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

Accordingly, bidders shall furnish the following information:

- 1) Location(s) from which Calcium Chloride will be shipped _____:
- 2) Price per bag FOB Vendor's storage site \$ 7.99:
Vendor shall quote freight charge at time of order.

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

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

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

6. DELIVERY QUANTITIES

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

7. VENDOR'S INVOICES

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

- a) Division of Highways State Contract Purchase Order (SCO) Number, and this Contract Number.
- b) Total quantity and unit price with the total cost of material furnished.

Note:

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

8. BID SCHEDULE

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 1

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Boone	Rock Creek	550	<u>8.53</u>
Clay Cr 11	Widen Road	500	<u>8.57</u>
Clay	Maysel	350	<u>8.57</u>
Kanawha	North Charleston	400	<u>8.57</u>
Kanawha	Elkview	400	<u>8.57</u>
Kanawha	Chelyan	400	<u>8.57</u>
Kanawha	St. Albans	400	<u>8.57</u>
Mason	Point Pleasant	600	<u>8.57</u>
Putnam	Red House	400	<u>8.57</u>
I-64, Sec. 2	Scary	400	<u>8.57</u>
I-64, Sec. 3	Rt. 119 & Penn. Ave.	400	<u>8.57</u>
I-77 Sec. 3	Sissonville	400	<u>8.57</u>
I-79	Amma	400	<u>8.57</u>
Corridor G	Alum Creek	400	<u>8.57</u>

The ***Bid Schedules*** are ready for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 2

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Cabell	Barboursville	300	<u>8.55</u>
Lincoln	West Hamlin	300	<u>8.55</u>
Logan	Wilkinson	300	<u>8.55</u>
Mingo	Millers Creek	300	<u>8.55</u>
Wayne	Wayne	300	<u>8.55</u>
I-64	Huntington (16th St. Exit)	300	<u>8.55</u>
Corr. G	Chapmanville	300	<u>8.55</u>

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

8. BID SCHEDULE (Continued)

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

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

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Calhoun	Millstone	300	<u>8.50</u>
Jackson	Ripley	300	<u>8.50</u>
Pleasants	Belmont	300	<u>8.50</u>
Ritchie	Ellenboro	300	<u>8.50</u>
Roane	Spencer	300	<u>8.50</u>
Roane	Left Hand Wv 36	300	<u>8.50</u>
Roane	Left Hand US 119	200	<u>8.50</u>
Wirt	Elizabeth	300	<u>8.50</u>
Wood	Parkersburg (Rt. 95S)	300	<u>8.50</u>
I-77	Medina	300	<u>8.50</u>
I-77	Parkersburg (Rt. 47 Exit)	300	<u>8.50</u>
PD-50	Greenwood	300	<u>8.50</u>

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 4*FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114*

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
I-79	Goshen Road	500	<u>8.55</u>
I-79	Lost Creek	500	<u>8.55</u>

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)*FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114*DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Berkeley	Martinsburg & I-81	300	<u>8.75</u>
Grant	Petersburg	300	<u>8.75</u>
Grant	Mt. Storm	300	<u>8.75</u>
Hampshire	Capon Bridge	300	<u>8.75</u>
Hampshire	Romney	300	<u>8.75</u>
Hampshire	Slanesville	300	<u>8.75</u>
Hardy	Moorefield	500	<u>8.75</u>
Hardy	Baker	500	<u>8.75</u>
Jefferson	Charles Town	300	<u>8.75</u>
Mineral	New Creek	300	<u>8.75</u>
Mineral	Skyline	300	<u>8.75</u>
Mineral	Short Gap	300	<u>8.75</u>
Morgan	Berkeley Springs	300	<u>8.75</u>

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE
(DOH CLASSIFICATION 011-010-000002)

DISTRICT 6

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Brooke	Wellsburg	300	<u>8.53</u>
Hancock	New Manchester	300	<u>8.53</u>
Marshall	Cameron	300	<u>8.53</u>
Marshall	Glen Dale	300	<u>8.53</u>
Ohio	Triadelphia	300	<u>8.53</u>
Tyler	Sistersville	300	<u>8.53</u>
Wetzel	New Martinsville	300	<u>8.53</u>
I-70	Triadelphia	300	<u>8.53</u>

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

8. BID SCHEDULE (Continued)

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

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Lewis	Bendale	600	<u>8.49</u>

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 8*FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114*

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Randolph	Elkins	600	<u>8.52</u>

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

8. BID SCHEDULE (Continued)

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

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

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
Nicholas	Summersville	600	<u>8.52</u>

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

8. BID SCHEDULE (Continued)

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

CALCIUM CHLORIDE(DOH CLASSIFICATION 011-010-000002)DISTRICT 10*FLOR-DRI SUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114*

COUNTY	DELIVERY SITE	ESTIMATED USAGE (50LB BAGS)	BID PRICE (PER 50LB BAG)
McDowell	Havaco	300	<u>8.75</u>
Mercer	Princeton	300	<u>8.75</u>
Raleigh	Skelton	300	<u>8.75</u>
Wyoming	Pineville	300	<u>8.75</u>
I-64	Bragg	300	<u>8.75</u>

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

DISTRICT ADDRESSES

District One
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven
255 Depot Street
Weston, West Virginia 26452-1228

District Three
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight
US 219 North
Elkins, West Virginia 26241-1516

District Four
I-79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine
103 1/2 Church Street
Lewisburg, West Virginia 24901

District Five
US Route 50
Post Office Box 99
Burlington, West Virginia 26710-0099

District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737

Flor-Dri SUPPLY COMPANY

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

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

Friday, September 11, 2009

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

Dear Mr. Austin:

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

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

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

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

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

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

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

Sincerely,

Greg Even



SAFETY DATA SHEET

OxyChem[®]



DOWFLAKE[™] XTRA

MSDS No.: M48006

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

Synonyms: Calcium Chloride Flake

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

[™]Trademark of The Dow Chemical Company

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Color: White
Physical State: Flakes
Odor: Odorless
Signal Word: WARNING

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

POTENTIAL HEALTH EFFECTS:

Inhalation: Dust may cause irritation to upper respiratory tract (nose and throat).

DOWFLAKE™ XTRA

MSDS No.: M48006

Rev. Date: 2009-07-14

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

Eye contact: For solid: May cause slight eye irritation, mechanical injury only. Dust formation should be avoided, as dust can cause severe eye irritation with corneal injury.

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

See Section 11: TOXICOLOGICAL INFORMATION

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	Percentage	CAS Number
Calcium chloride	> 83 - < 87	10043-52-4
Potassium Chloride	> 2 - < 3	7447-40-7
Water	> 8 - < 14	7732-18-5
Sodium chloride	> 1 - < 2	7647-14-5
Calcium bromide (CaBr ₂)	< 1	7789-41-5

4. FIRST AID MEASURES

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

SKIN CONTACT: Wash off immediately with plenty of water.

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

INGESTION: If swallowed, do not induce vomiting. Give one cup (8 ounces or 240 ml) of water or milk if available and transport to a medical facility. Never give anything by mouth to an unconscious or convulsive person.

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

Notes to Physician: Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn.

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire.

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

Lower Flammability Level (air): Not applicable

Upper Flammability Level (air): Not applicable

Flash point: Not applicable

Autoignition Temperature: Not applicable

6. ACCIDENTAL RELEASE MEASURES

Occupational Release:

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

Personal Precautions:

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

Environmental Precautions:

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

7. HANDLING AND STORAGE

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

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

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure limit(s):

DOWFLAKE™ XTRA

MSDS No.: M48006

Rev. Date: 2009-07-14

Rev. Num. 00

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

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

Non-Regulatory Exposure Limit(s):

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

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

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

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

PERSONAL PROTECTIVE EQUIPMENT:

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

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

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

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Flakes
Color:	White
Odor:	Odorless
Freezing Point/Range:	Not applicable to solids
Melting Point/Range:	260 °C (500 °F) Literature Approximately
Decomposition temperature:	Not applicable
Vapor Pressure:	Not applicable
Vapor Density (air=1):	Not applicable
Specific Gravity (water=1):	Not applicable
Bulk Density:	45 – 54 lb/ft3 Estimated
Water Solubility:	Readily soluble
pH:	Not applicable
Flash point:	Not applicable
Lower Flammability Level (air):	NA
Upper Flammability Level (air):	NA
Autoignition Temperature:	Not applicable.
Hygroscopic:	Yes

10. STABILITY AND REACTIVITY

Reactivity/ Stability:

Stable. Hygroscopic.

Conditions to Avoid:

None known. Avoid moisture.

Incompatibilities/ Materials to Avoid:

Heat is generated when mixed with water. Spattering and boiling can occur. Avoid contact with: Sulfuric acid. Corrosive when wet. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromate.

Hazardous Decomposition Products:

Does not decompose

Hazardous Polymerization:

Will not occur.

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA:**LD50 Oral**

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

LD50 Dermal

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

CHRONIC TOXICITY:

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

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

MUTAGENIC DATA: The data presented are for the following material: Calcium chloride (CaCl₂) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

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

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:**Aquatic Toxicity:**

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

Freshwater Fish Toxicity:

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

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

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

Invertebrate Toxicity:

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

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

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

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

Microorganism Toxicity:

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

FATE AND TRANSPORT:

BIODEGRADATION: Biodegradation is not applicable.

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

13. DISPOSAL CONSIDERATIONS

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: Landfill. Waste water treatment system.

14. TRANSPORT INFORMATION

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

CANADIAN TRANSPORTATION OF DANGEROUS GOODS: Not regulated.

15. REGULATORY INFORMATION

U.S. REGULATIONS

- **OSHA REGULATORY STATUS:**

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

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

Not regulated.

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

Not regulated

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

Acute Health Hazard

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

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

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

Not regulated

NATIONAL INVENTORY STATUS

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

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

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

STATE REGULATIONS

DOWFLAKE™ XTRA

MSDS No.: M48006

Rev. Date: 2009-07-14

Rev. Num. 00

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

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

CANADIAN REGULATIONS

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

WHMIS Classification:	D2B
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16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Health Risk Management

Disclaimer:

A calcium chloride product – Snow and ice melting. Dust control 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 in Section 1 of this SDS, please contact your sales or technical service representative.

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

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

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

IMPORTANT:

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

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



Material Safety Data Sheet

The Dow Chemical Company

Product Name: DOWFLAKE XTRA (50 LB Bag)

Issue Date: 10/16/2006
Print Date: 28 Oct 2006

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

1. Product and Company Identification

Product Name
DOWFLAKE XTRA (50 LB Bag)

COMPANY IDENTIFICATION

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

Customer Information Number: 800-258-2436

EMERGENCY TELEPHONE NUMBER

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

2. Hazards Identification

Emergency Overview

Color: White

Physical State: Flakes

Odor: Odorless

Hazards of product:

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

OSHA Hazard Communication Standard

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

Potential Health Effects

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

Skin Contact: Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. Not classified as corrosive to the skin according to DOT guidelines. May cause

* Indicates a Trademark

more severe response if skin is damp. May cause more severe response if skin is abraded (scratched or cut). May cause more severe response on covered skin (under clothing, gloves).

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

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

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

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

3. Composition Information

Component	CAS #	Amount
Calcium chloride	10043-52-4	> 83.0 - < 87.0 %
Water	7732-18-5	> 8.0 - < 14.0 %
Potassium chloride	7447-40-7	> 2.0 - < 3.0 %
Sodium chloride	7647-14-5	> 1.0 - < 2.0 %

4. First-aid measures

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

Skin Contact: Wash skin with plenty of water.

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

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

Notes to Physician: Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. Fire Fighting Measures

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

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

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

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

Hazardous Combustion Products: Not applicable.

6. Accidental Release Measures

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

Personal Precautions: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

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

7. Handling and Storage

Handling

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

Storage

Store in a dry place. Protect from atmospheric moisture.

8. Exposure Controls / Personal Protection

Exposure Limits

Component	List	Type	Value
Calcium chloride	Dow IHG	TWA	10 mg/m3

Personal Protection

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

Skin Protection: Wear clean, body-covering clothing.

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

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

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

Engineering Controls

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

9. Physical and Chemical Properties

Physical State	Flakes
Color	White
Odor	Odorless
Flash Point - Closed Cup	<i>Not applicable</i>
Flammable Limits In Air	Lower: <i>Not applicable</i> Upper: <i>Not applicable</i>
Autoignition Temperature	<i>Not applicable</i>
Vapor Pressure	<i>Literature</i> negligible at ambient temperature
Boiling Point (760 mmHg)	<i>Not applicable</i>
Vapor Density (air = 1)	<i>Not applicable</i>
Specific Gravity (H ₂ O = 1)	<i>Not applicable</i>
Bulk Density	45 - 54 lb/ft ³ <i>Estimated</i>
Freezing Point	<i>Not applicable</i>
Melting Point	260 °C (500 °F) <i>Literature</i>
Solubility in Water (by weight)	<i>Literature</i> readily soluble
pH	<i>Not applicable</i>
Hygroscopic.	Yes

10. Stability and Reactivity

Stability/Instability

Stable. Hygroscopic.

Conditions to Avoid: None known. Avoid moisture.

Incompatible Materials: Heat is generated when mixed with water. Spattering and boiling can occur. Avoid contact with: Sulfuric acid. Corrosive when wet. Flammable hydrogen may be generated from contact with metals such as: Zinc. Sodium. 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

Repeated Dose Toxicity

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

Developmental Toxicity

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

Genetic Toxicology

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

12. Ecological Information

CHEMICAL FATE

Data for Component: **Calcium chloride**

Movement & Partitioning

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

Persistence and Degradability

Biodegradation is not applicable.

Data for Component: **Potassium chloride**

Movement & Partitioning

Partitioning from water to n-octanol is not applicable.

Persistence and Degradability

Biodegradation is not applicable.

Data for Component: **Sodium chloride**

Movement & Partitioning

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

Persistence and Degradability

Biodegradation is not applicable.

ECOTOXICITY

Data for Component: **Calcium chloride**

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

Fish Acute & Prolonged Toxicity

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

Aquatic Invertebrate Acute Toxicity

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

Toxicity to Micro-organisms

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

Data for Component: **Potassium chloride**

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

Fish Acute & Prolonged Toxicity

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

Aquatic Invertebrate Acute Toxicity

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

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. Landfill. Waste water treatment system. As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess or manage chemicals or plastics, and that manage used drums. Telephone Dow's Customer Information Group at 1-800-258-2436 or 1-989-832-1556 (U.S.), or 1-800-331-6451 (Canada) for further details.

14. Transport Information

DOT Non-Bulk
NOT REGULATED

DOT Bulk
NOT REGULATED

IMDG
NOT REGULATED

ICAO/IATA
NOT REGULATED

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

15. Regulatory Information

OSHA Hazard Communication Standard

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

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

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

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

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

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

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

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

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

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

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

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 - Snow and ice melting. Dust Control 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: 76455 / 1001 / Issue Date 10/16/2006 / 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.

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

N/A
N/A
N/A
N/A
N/A
N/A

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

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

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

Bidder: FLOR DRYSUPPLY CO. INC.
5450 W. JEFFERSON AVE.
DETROIT, MI 48209-3114

Signed: *Gregory A. Eden*

Date: 9-11-09

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 in compliance with the requirements as stated.

Vendor's Name: _____
Authorized Signature: *Gregory E. Eden* Date: 9-11-09

Purchasing Affidavit (Revised 01/01/09)

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