



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

# Solicitation

NUMBER
6614C046

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 804-558-2402

\*709025459 800-356-7374

FLOR DRI SUPPLY CO INC  
5450 W JEFFERSON

DETROIT MI 48209

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

JUN 30 2014

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/30/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		775-45		
CALCIUM CHLORIDE						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH CALCIUM CHLORIDE FOR USE THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C046 ***** TOTAL:						
FLOR-DRI SUPPLY CO. INC. 5450 W JEFFERSON AVE. DETROIT, MI 48209						
07/29/14 10:14:25AM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
<i>Price E...</i>	313-843-1646	7/28/14
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP/SEC.	38-2355040	

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

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

### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:	July 14, 2014 at 5:00 PM
Submit Questions to:	Crystal Rink 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115 <i>(Vendors should not use this fax number for bid submission)</i> Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 30, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



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**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on award  
and extends for a period of 1 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

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performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



**Commercial General Liability Insurance:**

\$250,000.00

or more.



**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.



The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
n/a for n/a  
  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation



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during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code § 5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

Revised 05/27/2014



The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.
- If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

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Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.



Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

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

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

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

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- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.



All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

## CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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\_\_\_\_\_  
(Company)

Paula Evers  
\_\_\_\_\_  
(Authorized Signature)

Paula Evers, VP/SIC  
\_\_\_\_\_  
(Representative Name, Title)

313-843-6460      313-843-8948  
(Phone Number)      (Fax Number)

7/28/14  
\_\_\_\_\_  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 6614C046**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

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\_\_\_\_\_  
 Company



\_\_\_\_\_  
 Authorized Signature



\_\_\_\_\_  
 Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

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6614C046 Calcium Chloride

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and B used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6614C046.
  - 2.4 **“ASTM”** used throughout this RFQ means American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).
  - 2.5 **“WVDOH”** used through this RFQ means the West Virginia Division of Highways.
  - 2.6 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
  - 2.7 **“Standard Specs”** used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Specifications:** The following sections of the Standard Specs, 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,

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107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20. Copies attached.

A complete hard copy of these Standard Specs may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, WV 25305  
Phone – 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

The requirements of the Standard Specs, 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 WVDOH owned and/or rented trucks.

**3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2.1 Calcium Chloride:** Shall conform to the requirements of ASTM D 98, Type S, Grade 1. The product shall be packaged and delivered in moisture proof bags containing fifty (50) pounds of product in each bag.

**3.2.2 Sampling and Testing:** Upon award of this Contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. This information shall be directed to:

WVDOH, Materials Division  
190 Dry Branch Road  
Charleston, WV 25306  
Phone: 304-558-3175

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

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#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors which meet all mandatory requirements of this contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit A, Division's Storage Site, will be awarded a contract for those counties for which their bid is low. All qualified responsible Vendors which meet all mandatory requirements of this Contract and have submitted a valid bid for Contract Items on Pricing Pages, Exhibit B, Vendor's Storage Site, will be awarded a contract for this Contract Item.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages, Exhibit A, Division's Storage Site by providing unit prices for Calcium Chloride, per County as requested. Vendors may bid any or all Counties on the Pricing Pages, Exhibit A.

Vendor shall submit one bid price for a specific County which shall include all of that County's locations at one unit price. This shall apply to the listed Interstate and Corridor sites as well.

Vendor should complete the Pricing Pages, Exhibit B, Vendor's Storage Site, by providing a unit price for WVDOH pickup of Calcium Chloride from the Vendor's Storage Site by any District within the State of WV. The Vendor shall provide the physical address of their storage site(s).

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov).

#### 5. ORDERING AND PAYMENT:

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to



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the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. **The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract. Vendor's failure to agree to accept the State of West Virginia's Purchasing Card as payment for orders under this Contract shall result in total disqualification of award of this contract.**

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** When an Agency Release is issued to an awarded Vendor, from December 1, 2014 through March 31, 2015, a delivery date of seven (7) working days shall be established by the WVDON and provided on the Agency Release; however, the WVDON shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Agency Release.

An initial delivery must be made on the established delivery date with delivery completely filled within 14 working days. The first day of the seven (7) working days will be considered 12:01 AM, the morning (working day) following the issue of the Agency Release.

No Vendor is authorized to ship, nor is the WVDON authorized to receive materials prior to the issuance of an Agency Release.

Original delivery tickets for each delivered load to the WVDON storage sites must be signed and retained by a WVDON representative at the delivery location.

- 6.2 Delivery Quantities:** The Vendor shall provide, on Pricing Pages, Exhibit A, Division's Storage Site, the minimum order quantity of Calcium Chloride (i.e. the number of 50 pound bags) and any additional charges for split delivery locations, if any. The Vendor will be required to identify the quantity of Calcium Chloride that was delivered to each specific location. The delivered quantity will be agreed upon and indicated on the delivery ticket.

- 6.3 Late or Inability to Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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If delivery has not been received at the WVD OH site after 14 working days and an alternative delivery schedule has not been established for this delivery, the WVD OH Central Office, reserves the right to cancel the Agency Release and proceed to obtain the required quantity of Calcium Chloride from an alternative economical source.

At the discretion of the WVD OH, the first alternate economical source shall be the next low bidder, if that bidder has availability; or secondly, may obtain pricing on the Open Market.

The WVD OH reserves the right to invoice the awarded Vendor the difference in cost from that Vendor's price and the alternative economical source's price. In addition to the difference in cost, the WVD OH may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of the cancelled Agency Release.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Deanna Parker  
 Telephone Number: 313-843-6460 x 103  
 Fax Number: 313-843-8948  
 Email Address: deannaparker@flordrisupply.com

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

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Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Boone	Rock Creek	550		
Boone	<b>Total Estimated Quantity for County</b>	<b>550</b>	9.94	5,467.00
Clay	Maysel	350		
Clay	Widen Road, CR 11	500		
Clay	<b>Total Estimated Quantity for County</b>	<b>850</b>	9.88	8,398.00
Kanawha	Alum Creek, Corridor G	400		
Kanawha	Amma, I-79	400		
Kanawha	Chelyan	400		
Kanawha	Elkview	400		
Kanawha	North Charleston	400		
Kanawha	Rt. 119 & Pennsylvania Avenue, I-64, Sec. 3	400		
Kanawha	Sissonville, I-77, Sec. 3	400		
Kanawha	St. Albans	400		
Kanawha	<b>Total Estimated Quantity for County</b>	<b>3,200</b>	9.73	31,136.00
Mason	Pt. Pleasant	600		
Mason	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.49	5,694.00
Putnam	Hurricane	400		
Putnam	Scary, I-64, Sec. 2	400		
Putnam	<b>Total Estimated Quantity for County</b>	<b>800</b>	9.71	7,768.00
<b>Total Estimated Quantity per District</b>		<b>6,000</b>		58,463.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

District 2 - Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

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Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
 Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Cabell	Barboursville	300		
Cabell	Huntington, I-64, 16th Street Exit	300		
Cabell	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.97	5,982.00
Lincoln	West Hamlin	300		
Lincoln	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.02	3,006.00
Logan	Chapmanville, Corridor G	300		
Logan	Man Substation	300		
Logan	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.93	5,958.00
Mingo	Millers Creek	300		
Mingo	Millers Creek, Corridor G	300		
Mingo	<b>Total Estimated Quantity for County</b>	<b>600</b>	10.02	6,012.00
Wayne	Wayne	300		
Wayne	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.05	3,015.00
<b>Total Estimated Quantity per District</b>		<b>2,400</b>		23,973.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

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

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Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Calhoun	Millstone	300		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.74	2,922.00
Jackson	Medina, I-77	300		
Jackson	Ripley	300		
Jackson	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.59	5,754.00
Pleasants	Belmont	300		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.63	2,889.00
Ritchie	Ellenboro	300		
Ritchie	Pennsboro, APD 50	300		
Ritchie	Nutter Farm, APD 50, Marietta Run Road	100		
Ritchie	Smithville	200		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>900</b>	9.74	8,766.00
Roane	Spencer	300		
Roane	Left Hand, WV 36	300		
Roane	Walton, US 119	200		
Roane	<b>Total Estimated Quantity for County</b>	<b>800</b>	9.73	7,784.00
Wirt	Elizabeth	300		
Wirt	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.70	2,910.00
Wood	Parkersburg, APD 50, River Hill Road	100		
Wood	Parkersburg, I-77, Exit 174, WV 47	200		
Wood	Parkersburg, WV 95S	300		
Wood	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.64	5,784.00
<b>Total Estimated Quantity per District</b>		<b>3,800</b>		36,809.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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



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

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Harrison	Lost Creek, I-79	500		
Harrison	<b>Total Estimated Quantity for County</b>	<b>500</b>	9.99	4,995.00
Monongalia	Goshen Road, I-79	500		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>500</b>	9.84	4,920.00
<b>Total Estimated Quantity per District</b>		<b>1,000</b>		9,915.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

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

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
 Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Berkeley	Martinsburg and I-81	300		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.14	3,042.00
Grant	Petersburg	300		
Grant	Mt. Storm	300		
Grant	<b>Total Estimated Quantity for County</b>	<b>600</b>	10.06	6,036.00
Hampshire	Capon Bridge	300		
Hampshire	Romney	300		
Hampshire	Slanesville	300		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>900</b>	10.01	9,009.00
Hardy	Moorefield	500		
Hardy	Baker	500		
Hardy	<b>Total Estimated Quantity for County</b>	<b>1,000</b>	10.22	10,220.00
Jefferson	Charles Town	300		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.20	3,060.00
Mineral	New Creek	300		
Mineral	Skyline	300		
Mineral	Short Gap	300		
Mineral	<b>Total Estimated Quantity for County</b>	<b>900</b>	9.94	8,946.00
Morgan	Berkeley Springs	300		
Morgan	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.10	3,030.00
<b>Total Estimated Quantity per District</b>		<b>4,300</b>		43,343.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

District 6 - Brooke County, Hancock County, Marshall  
County, Ohio County, Tyler County and Wetzel County

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Brooke	Wellsburg	300		
Brooke	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.45	2,835.00
Hancock	New Manchester	300		
Hancock	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.40	2,820.00
Marshall	Cameron	300		
Marshall	Glen Dale	300		
Marshall	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.56	5,736.00
Ohio	Triadelphia	300		
Ohio	Triadelphia, I-70	300		
Ohio	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.44	5,664.00
Tyler	Sistersville	300		
Tyler	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.65	2,895.00
Wetzel	New Martinsville	300		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>300</b>	9.68	2,904.00
<b>Total Estimated Quantity per District</b>		<b>2,400</b>		22,854.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

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

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Braxton	Coon Knob, I-79, Exit 57	200		
Braxton	<b>Total Estimated Quantity for County</b>	<b>200</b>	9.93	1,986.00
Lewis	Bendale	200		
Lewis	<b>Total Estimated Quantity for County</b>	<b>200</b>	9.93	1,986.00
Upshur	Mud Lick	200		
Upshur	<b>Total Estimated Quantity for County</b>	<b>200</b>	9.93	1,986.00
<b>Total Estimated Quantity per District</b>		<b>600</b>		5,958.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

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

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
Randolph	Eklins	600		
Randolph	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.93	5,958.00
<b>Total Estimated Quantity per District</b>		<b>600</b>		5,958.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

District 9 - Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County. Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVD OH Delivery/Storage Site

[illegible]



District 10 - McDowell County, Mercer County,  
Raleigh County and Wyoming County

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

Vendor shall bid all of a County's delivery/storage sites at one unit price per County.  
Unit of Measure shall be PER **50 lb. BAG** for all locations.

Delivery: F.O.B. WVDOH Delivery/Storage Site

County	Delivery Site	Estimated Quantity	Unit Cost Per Bag	Extended Cost
McDowell	Havaco	300		
McDowell	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.26	3,078.00
Mercer	Princeton	300		
Mercer	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.08	3,024.00
Raleigh	Bragg, I-64	300		
Raleigh	Skelton	300		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>600</b>	9.98	5,988.00
Wyoming	Pineville	300		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>300</b>	10.04	3,012.00
<b>Total Estimated Quantity per District</b>		<b>1,500</b>		15,102.00

Minimum Delivery Quantity (i.e. number of 50 lb bags)	825	
Any additional charges for split delivery locations	\$50 per stop after first stop	

**NOTE:**

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

Unit of Measure shall be PER **50 lb. BAG**.

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

Pickup from Vendor's Storage Site

Location of Storage Site		Cost Per 50 lb. Bag*
Detroit, MI		\$8.32

\*Bid price shall include cost of  
vendor loading District's trucks.

## Material Safety Data Sheet

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

**Issue Date: 08/01/2013**

Flor-Dri Supply 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

#### COMPANY IDENTIFICATION

Flor-Dri Supply Co., Inc.  
5450 W. Jefferson  
Detroit, MI 48209  
USA

Customer Information Number: 313-843-6460

#### EMERGENCY TELEPHONE NUMBER

Emergency Contact: 313-843-6460

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

### 2. Hazards Identification

\*\*\*\*\*

#### EMERGENCY OVERVIEW:

Color: White  
Physical State: Flakes  
Odor: Odorless

**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).

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

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

**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).

**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.

**See Section 11: Toxicological Information**

<b>3. Composition / Information on Ingredients</b>
----------------------------------------------------

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 %

<b>4. First-Aid Measures</b>
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**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. May cause injury due to mechanical action.

**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.

**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 unnecessary entry. This material does not burn. Water should be applied in large quantities as fine spray. Wear NIOSH approved positive-pressure self-contained breathing apparatus (SCBA) 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

### Handling

**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 closed. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

### Storage

Store in a dry place. Protect from atmospheric moisture.

## 8. Exposure Controls / Personal Protection

Regulatory Exposure Limit(s):

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles Not Otherwise Regulated	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**

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)	-----	-----	-----	-----	-----

- **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.**

**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 the exposure 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 Protection 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/ft <sup>3</sup> 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 - 1,688 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. 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.

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

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

<b>12. Ecological Information</b>
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**ECOTOXICITY:**

- **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. 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.

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

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### **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)
- **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 HAZARDOUS 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 on either the DSL or the NDSL

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**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

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**STATE REGULATIONS**

**California Proposition 65:** This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxi Enforcement Act. **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.

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
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
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

**Product Name: EVCO CALCIUM CHLORIDE FLAKE**

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### 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

### 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 MSDS, 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, 2<sup>nd</sup> Edition)

**Health:** 2                      **Flammability:** 0                      **Reactivity:** 0

**NFPA 704 – Hazard Identification Ratings: (SCALE 0-4)**

**Health:** 1                      **Flammability:** 0                      **Reactivity:** 0

### Reason for Revision:

- Three year review
- Modified Exposure Limit Information: SEE SECTION 8
- Format changes to section: 8
- Revised Canadian Domestic Substance List language: SEE SECTION 15
- Revised California Proposition 65 Statement: SEE SECTION 15
- Added "End of Safety Data Sheet" phrase

### 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 Flor-Dri assumes no liability whatsoever for the use of 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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End of Safety Data Sheet

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Calcium Chloride Products



## SALES SPECIFICATION

# Calcium Chloride 83-87% Flake

<u>Property</u>	<u>Minimum</u>	<u>Maximum</u>
Calcium Chloride (wt. %)	83	
Total Alkali Chlorides as NaCl (wt. %)		6.0
Total Magnesium as MgCl <sub>2</sub> (wt. %)		0.5
Calcium Hydroxide (wt. %)		0.2
Passing 3/8 in. (9.5 mm) sieve (wt. %)	100	
Passing No. 4 (4.75 mm) sieve (wt. %)	80	100
Passing No. 30 (0.6 mm) sieve (wt. %)		5
Bulk Density, Tapped (lb/ft <sup>3</sup> )	51	61

Effective: 10/01/2009

Material description: white, odorless flakes

Total Alkali Chlorides as NaCl (wt %), Total Magnesium as MgCl<sub>2</sub> (wt %) and Calcium Hydroxide (wt %) limits are shown on an "Active Ingredient" basis

Meets ASTM D98 and AASHTO M144 requirements

SS-FLB-01 10/09



**Occidental Chemical Corporation**  
A subsidiary of Occidental Petroleum Corporation

Occidental Tower  
5005 LBJ Freeway, Suite 2200  
Dallas, Texas 75244-6119  
800-752-5151

**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.



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- \_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: FLOR-DRI Supply Co. Inc. Signed: [Signature]

Date: 7/28/14 Title: VP/Sec **FLOR-DRI SUPPLY CO. INC.**  
**5450 W JEFFERSON AVE.**  
**DETROIT, MI 48209**

RFQ No. 6614C046STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

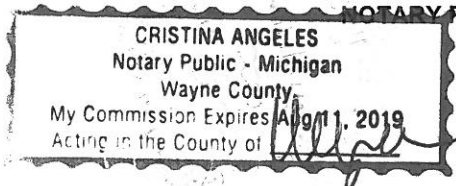
**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE **ELOR-DRI SUPPLY CO. INC.**  
**5450 W JEFFERSON AVE.**  
**DETROIT, MI 48209**

Vendor's Name: \_\_\_\_\_

Authorized Signature: *Paige Evers* Date: 7/28/14State of *Michigan*County of *Wayne*, to-wit:Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of *July*, 2014.My Commission expires 8-11, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

*Purchasing Affidavit (Revised 07/01/2012)*