



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

State of West Virginia  
 Request for Quotation  
 07 - Chemicals

Proc Folder: 356509

Doc Description: LIQUID CALCIUM CHLORIDE (DOT6618C005)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-28	2017-09-08 13:30:00	CRFQ 0803 DOT1800000018	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**SICALCO, LTD.**  
 522 CHESTNUT STREET  
 SUITE GB  
 HINSDALE, IL 60521  
 630-371-2655

08/31/17 09:49:12  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 36-3028937

DATE 08/30/2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide Liquid Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways per attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit A & Exhibit B Pricing Page(s)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
51182401			

**Extended Description :****LIQUID CALCIUM CHLORIDE:**

Note: Vendor shall use Exhibit A & Exhibit B Pricing Page(s) for bid pricing.

If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit A Pricing Pages and the Exhibit B Pricing Page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 10:00am EST:	2017-09-01

<b>DOT1800000018</b>	<b>Document Phase</b> Final	<b>Document Description</b> LIQUID CALCIUM CHLORIDE (DOT6618C005)	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 01, 2017 by 10:00am EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Liquid Calcium Chloride  
BUYER: Mark Atkins, File#33  
SOLICITATION NO.: CRFQ 0803 DOT1800000018  
BID OPENING DATE: 09/08/2017  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 08, 2017 @ 1:30pm 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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”



**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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  
upon award \_\_\_\_\_ and extends for a period of one (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 two (2) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twenty-four (24) 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.

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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 a 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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 performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_.  
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.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. 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.



**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**41. 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).

**42. 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.

**43. 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.
- 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:
- c. 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
- d. 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.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Frank L. Sibr, Jr., President  
(Name, Title)  
Frank L. Sibr, Jr., President  
(Printed Name and Title)  
522 Chestnut Street, Suite GB, Hinsdale, IL 60521  
(Address)  
630-371-2657 / 630-371-1026  
(Phone Number) / (Fax Number)  
fsibr@sicalco.net  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

SICALCO, LTD, 522 Chestnut Street, Suite GB, Hinsdale, IL 60521  
(Company)

  
President  
(Authorized Signature) (Representative Name, Title)

Frank L. Sibr, Jr., President  
(Printed Name and Title of Authorized Representative)

August 30, 2017  
(Date)

630-371/2655 / 630-371-1026  
(Phone Number) (Fax Number)



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**Liquid 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 (WVDOH) to establish an open-end contract to provide Liquid 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 3.2.1 below.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and Exhibit B, and used to evaluate the Solicitation.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4 **“WVDOH”** used through this Solicitation means the West Virginia Division of Highways.
  
  - 2.5 **“ASTM”** used throughout this Solicitation means American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).
  
  - 2.6 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
  
  - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

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**3. GENERAL REQUIREMENTS:**

- 3.1** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 105.3, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A hard copy of these Standard Specs may be purchased using the attached **Exhibit\_C** 2017 Spec Book Order Form 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/2017StandSpec/Pages/default.aspx>

**NOTE:** 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 Liquid Calcium Chloride:** Shall conform to the requirements of ASTM D 98. The required concentration percentage for this contract shall be no less than 32% always, during the life of this contract. The Vendor shall bid one price with concentration percentage of no less than 32%; however, if the Vendor chooses to provide Liquid Calcium Chloride at a percentage concentration greater than 32%, that will be acceptable, but shall have no bearing on the award of the contract.

**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:

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

The WVDOH may conduct sampling and testing to verify material quality at any time during the life of this contract.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for Liquid Calcium Chloride for all WVDOH delivery/storage location sites.

- A Contract shall be awarded to the Vendor(s) that provide Liquid Calcium Chloride meeting the required specifications for those counties for which their bid is low per Pricing Pages, **Exhibit A**.
- A Contract shall be awarded to any Vendor that submits a bid pricing per Pricing Page, **Exhibit B** for pickup by WVDOH forces from the Vendors' storage site. Pickup by WVDOH forces shall only be used by the WVDOH due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

**4.2 Pricing Pages:**

**4.2.1** Vendor should complete the Pricing Pages, **Exhibit A** by providing delivery unit prices for Liquid Calcium Chloride, per County. 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 that County's locations at one unit price. The **Exhibit A** Pricing Pages have been provided in Excel and formatted to automatically calculate the Extended price when the Unit Price is entered by Vendor. The Vendor is responsible for ensuring the calculations for their bid is correct before submitting.

**4.2.2** Due to unforeseen circumstances, if the need should arrive for the WVDOH Forces to pick up Liquid Calcium Chloride from a Vendor's storage site(s), if the Vendor agrees to provide the pickup option to the WVDOH, the Vendor should provide pick up unit prices by completing Pricing Pages, **Exhibit B**. The Vendor shall provide the storage site's 911 address or most recent physical address on Pricing Page, **Exhibit B**.

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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 electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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 can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. 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:** A Delivery Order will be issued to the awarded Vendor at the time of need. There is no typical or average order size. When a Delivery Order is issued to an awarded Vendor, a delivery date of seven (7) working days shall be established by the WVDOH and provided on the Delivery Order; however, the WVDOH shall have the option of accepting an alternative delivery schedule provided by the awarded Vendor which shall be established at the time of the Delivery Order.

An initial delivery must be made on the established delivery date with delivery filled within 14 working days. The first day of the seven (7) working days will be

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considered 12:01 AM, the morning (working day) following the issue of the Delivery Order.

No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

The Vendor shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck shall have an adequate length of fill hose and quick connects, etc. to fill WVDOH Storage tanks.

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

**6.2 Delivery Quantities:** The minimum order of Liquid Calcium Chloride will be 4,000 gallons. Delivery Orders will be placed in 4,000 gallon increments. An order of 4,000 gallons may be split equally between no more than two locations in the same or adjoining county. The minimum delivery to any single location will be 2,000 gallons. The Vendor will be required to identify the quantity of Liquid Calcium Chloride that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts or any other means mutually agreed upon by the WVDOH and the Vendor. 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.

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

At the discretion of the WVDOH, 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 WVDOH 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 WVDOH may include, but not limited to, any additional transportation charges associated with this delivery to fulfill the need of

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the cancelled Delivery Order.

- 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 if 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. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered material shall arrive in acceptable condition according to Section 3.2 meeting the most current version of ASTM D 98 or it will be denied receipt. Arrangement shall be made with the Vendor 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.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules and ordinances applicable to the contract Services provided under this Contract.

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- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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:** Mark Daws  
**Telephone Number:** 1-800-435-1919  
**Fax Number:** 1-815-938-2456 - Order Center; 1-630-371-1026-Office  
**Email Address:** mjd@aeroinc.net

Vendor shall submit one unit price per County which shall include all locations in that County. Vendor may bid any or all Counties.

Unit of Measure shall be PER GALLON.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 1**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Boone	Roch Branch	5,000		
Boone	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.86</b>	<b>\$ 4,300.00</b>
Clay	Widen Road & CR 11	3,000		
Clay	<b>Total Estimated Quantity for County</b>	<b>3,000</b>	<b>\$ 0.86</b>	<b>\$ 2,580.00</b>
Kanawha	Chelyan	10,000		
Kanawha	Elkview	5,000		
Kanawha	North Charleston	5,000		
Kanawha	St. Albans	10,000		
Kanawha	I-64 @ Scary Creek	5,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	0		
Kanawha	I-77 @ Sissonville	5,000		
Kanawha	I-79 @ Amma	5,000		
Kanawha	Corridor G @ Alum Creek	5,000		
Kanawha	<b>Total Estimated Quantity for County</b>	<b>50,000</b>	<b>\$ 0.86</b>	<b>\$ 43,000.00</b>
Mason	Pt. Pleasant	6,000		
Mason	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.86</b>	<b>\$ 5,160.00</b>
Putnam	Hurricane @ Rt. 34	5,000		
Putnam	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.86</b>	<b>\$ 4,300.00</b>
<b>Estimated Totals per District</b>		<b>69,000</b>		<b>\$ 59,340.00</b>

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Unit of Measure shall be PER GALLON.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 2**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Cabell	Barboursville	5,000		
Cabell	I-64 @ Huntington	5,000		
Cabell	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.97</b>	<b>\$ 9,700.00</b>
Lincoln	West Hamlin	3,000		
Lincoln	Yawkey	3,000		
Lincoln	Harts	3,000		
Lincoln	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$ 0.97</b>	<b>\$ 8,730.00</b>
Logan	Corridor G @ Chapmanville	4,000		
Logan	Wilkinson	5,000		
Logan	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$ 0.97</b>	<b>\$ 8,730.00</b>
Mingo	Corridor G @ Miller's Creek	5,000		
Mingo	Gilbert	7,000		
Mingo	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.97</b>	<b>\$ 11,640.00</b>
Wayne	Pritchard	5,000		
Wayne	Wayne	5,000		
Wayne	Crum	3,000		
Wayne	<b>Total Estimated Quantity for County</b>	<b>13,000</b>	<b>\$ 0.97</b>	<b>\$ 12,610.00</b>
Estimated Totals per District		<b>53,000</b>		<b>\$ 51,410.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 3**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Calhoun	Millstone	6,000		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.90</b>	<b>\$ 5,400.00</b>
Jackson	Ripley	6,000		
Jackson	I-77 @ Medina	6,000		
Jackson	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.90</b>	<b>\$ 10,800.00</b>
Pleasants	Belmont	6,000		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.90</b>	<b>\$ 5,400.00</b>
Ritchie	APD Pennsboro	6,000		
Ritchie	Ellenboro	6,000		
Ritchie	Corridor D @ Nutter Farm	6,000		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>18,000</b>	<b>\$ 0.90</b>	<b>\$ 16,200.00</b>
Roane	Spencer	6,000		
Roane	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.90</b>	<b>\$ 5,400.00</b>
Wirt	Elizabeth	6,000		
Wirt	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.90</b>	<b>\$ 5,400.00</b>
Wood	Parkersburg @ Rt. 95S	6,000		
Wood	I-77 @ Parkersburg	6,000		
Wood	Corridor D @ Riverhill	6,000		
Wood	<b>Total Estimated Quantity for County</b>	<b>18,000</b>	<b>\$ 0.90</b>	<b>\$ 16,200.00</b>
<b>Estimated Totals per District</b>		<b>72,000</b>		<b>\$ 64,800.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 4**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Doddridge	Smithburg	2,000		
Doddridge	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.97</b>	<b>\$ 1,940.00</b>
Harrison	Gore	2,000		
Harrison	I-79 @ Lost Creek	2,000		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.97</b>	<b>\$ 5,820.00</b>
Marion	Fairmont	2,000		
Marion	Mannington	2,000		
Marion	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ 0.97</b>	<b>\$ 3,880.00</b>
Monongalia	I-79 @ Goshen Road	2,000		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	2,000		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.97</b>	<b>\$ 5,820.00</b>
Preston	Albright	2,000		
Preston	Aurora	2,000		
Preston	Bruceton Mills	2,000		
Preston	Fellowsville	2,000		
Preston	Terra Alta	2,000		
Preston	I-68 @ Cooper's Rock	2,000		
Preston	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.97</b>	<b>\$ 11,640.00</b>
Taylor	Fetterman/Prunytown	2,000		
Taylor	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.97</b>	<b>\$ 1,940.00</b>
<b>Estimated Totals per District</b>		<b>32,000</b>		<b>\$ 31,040.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 5**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	2,000		
Berkeley	1867 Rock Cliff Drive (0502)	2,000		
Berkeley	I-81 @ Exit 8 (0571)	2,000		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 1.04</b>	<b>\$ 6,240.00</b>
Grant	Petersburg	2,000		
Grant	Mt. Storm	2,000		
Grant	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ 1.04</b>	<b>\$ 4,160.00</b>
Hampshire	Romney	2,000		
Hampshire	Capon Bridge	2,000		
Hampshire	Slanesville	2,000		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 1.04</b>	<b>\$ 6,240.00</b>
Hardy	Moorefield	2,000		
Hardy	Moorefield, Corridor H, Section 2	2,000		
Hardy	Baker	2,000		
Hardy	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 1.04</b>	<b>\$ 6,240.00</b>
Jefferson	Charles Town (0519)	2,000		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 1.04</b>	<b>\$ 2,080.00</b>
Mineral	New Creek	2,000		
Mineral	Sky Line	2,000		
Mineral	Short Gap	2,000		
Mineral	Burlington	2,000		
Mineral	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 1.04</b>	<b>\$ 8,320.00</b>
Morgan	Berkeley Springs	2,000		
Morgan	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 1.04</b>	<b>\$ 2,080.00</b>
Estimated Totals per District		<b>34,000</b>		<b>\$ 35,360.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 6**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Brooke	Wellsburg	8,000		
Brooke	Weirton	8,000		
Brooke	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 1.01</b>	<b>\$ 16,160.00</b>
Hancock	New Manchester	8,000		
Hancock	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 1.01</b>	<b>\$ 8,080.00</b>
Marshall	Glen Dale	8,000		
Marshall	Cameron	8,000		
Marshall	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 1.01</b>	<b>\$ 16,160.00</b>
Ohio	Triadelphia	8,000		
Ohio	I-70 @ Triadelphia	8,000		
Ohio	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 1.01</b>	<b>\$ 16,160.00</b>
Tyler	Sistersville	8,000		
Tyler	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 1.01</b>	<b>\$ 8,080.00</b>
Wetzel	New Martinsville	8,000		
Wetzel	Pine Grove	8,000		
Wetzel	Hundred	8,000		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>24,000</b>	<b>\$ 1.01</b>	<b>\$ 24,240.00</b>
Estimated Totals per District		<b>88,000</b>		<b>\$ 88,880.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

DISTRICT 7

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Barbour	Phillipi	5,000		
Barbour	Belington	5,000		
Barbour	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.87</b>	<b>\$ 8,700.00</b>
Braxton	Gassaway	5,000		
Braxton	I-79 @ Coon Knob	5,000		
Braxton	I-79 @ Burnsville	5,000		
Braxton	<b>Total Estimated Quantity for County</b>	<b>15,000</b>	<b>\$ 0.87</b>	<b>\$ 13,050.00</b>
Gilmer	Glenville	5,000		
Gilmer	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.87</b>	<b>\$ 4,350.00</b>
Lewis	Weston (Ben Dale)	5,000		
Lewis	Corridor H @ Mudlick	2,000		
Lewis	<b>Total Estimated Quantity for County</b>	<b>7,000</b>	<b>\$ 0.87</b>	<b>\$ 6,090.00</b>
Upshur	Clow Lot @ Buckhannon	5,000		
Upshur	Kanawha Head	5,000		
Upshur	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.87</b>	<b>\$ 8,700.00</b>
Webster	Hacker Valley	5,000		
Webster	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.87</b>	<b>\$ 4,350.00</b>
<b>Estimated Totals per District</b>		<b>52,000</b>		<b>\$ 45,240.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 8**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Pendleton	Franklin, 220 North	2,000		
Pendleton	Franklin, 220 South	2,000		
Pendleton	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ 0.97</b>	<b>\$ 3,880.00</b>
Pocahontas	Marlinton	6,000		
Pocahontas	Seebert	2,000		
Pocahontas	Greenbank	2,000		
Pocahontas	Bartow (Thornwood)	2,000		
Pocahontas	Slaty Fork	2,000		
Pocahontas	<b>Total Estimated Quantity for County</b>	<b>14,000</b>	<b>\$ 0.97</b>	<b>\$ 13,580.00</b>
Randolph	Elkins	2,000		
Randolph	Harman	2,000		
Randolph	Mill Creek	2,000		
Randolph	Corridor H Lot @ Elkins	2,000		
Randolph	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 0.97</b>	<b>\$ 7,760.00</b>
Tucker	Parsons	2,000		
Tucker	Thomas	2,000		
Tucker	<b>Total Estimated Quantity for County</b>	<b>2,300</b>	<b>\$ 0.97</b>	<b>\$ 2,231.00</b>
<b>Estimated Totals per District</b>		<b>28,300</b>		<b>\$ 27,451.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 9**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Fayette	Oak Hill	6,000		
Fayette	Lookout	8,000		
Fayette	Falls View	6,000		
Fayette	<b>Total Estimated Quantity for County</b>	<b>20,000</b>	<b>\$ 0.87</b>	<b>\$ 17,400.00</b>
Greenbrier	Lewisburg	5,000		
Greenbrier	Crawley	7,000		
Greenbrier	I-64 @ Hart's Run	7,000		
Greenbrier	<b>Total Estimated Quantity for County</b>	<b>19,000</b>	<b>\$ 0.87</b>	<b>\$ 16,530.00</b>
Monroe	Union	6,000		
Monroe	Peterstown	6,000		
Monroe	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.87</b>	<b>\$ 10,440.00</b>
Nicholas	Summersville	2,000		
Nicholas	Curtin	2,000		
Nicholas	Corridor L @ Muddlety	6,000		
Nicholas	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.87</b>	<b>\$ 8,700.00</b>
Summers	Hinton	6,000		
Summers	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.87</b>	<b>\$ 5,220.00</b>
<b>Estimated Totals per District</b>		<b>67,000</b>		<b>\$ 58,290.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 10**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
McDowell	Havaco	20,000		
McDowell	Yukon	8,000		
McDowell	Johnnycake Mountain	8,000		
McDowell	<b>Total Estimated Quantity for County</b>	<b>36,000</b>	<b>\$ 0.86</b>	<b>\$ 30,960.00</b>
Mercer	Princeton @ WV 20	16,000		
Mercer	Flat Top	4,000		
Mercer	I-77 @ Princeton	20,000		
Mercer	<b>Total Estimated Quantity for County</b>	<b>40,000</b>	<b>\$ 0.86</b>	<b>\$ 34,400.00</b>
Raleigh	Skelton	28,000		
Raleigh	Bolt	16,000		
Raleigh	I-64 @ Bragg	20,000		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>64,000</b>	<b>\$ 0.86</b>	<b>\$ 55,040.00</b>
Wyoming	Pineville	16,000		
Wyoming	Still Run	8,000		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>24,000</b>	<b>\$ 0.86</b>	<b>\$ 20,640.00</b>
Estimated Totals per District		<b>164,000</b>		<b>\$ 141,040.00</b>

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**Pricing Exhibit B      Liquid Calcium Chloride**  
**Page**

F.O.B. Vendor's Storage Site

Location of Storage Site		Cost Per Gallon*
300 LOCHGELLY ROAD		
OAK HILL, WV 25901		\$ 0.78
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
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		\$ -
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		\$ -

\*Bid price shall include cost of vendor loading WVDOH trucks.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:**

Vendor's Name: SICALCO, LTD.

Authorized Signature: Denise L. Haledas Date: 08/30/2017

State of ILLINOIS

County of COOK, to-wit:

Taken, subscribed, and sworn to before me this 30th day of August, 2017.

My Commission expires 07/09/21, 2021.



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/07/2017)

# 360821  
Certificate #

# 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;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: SICALCO, LTD.

Signed: 

Date: 08/30/2017

Title: President

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: SICALCO, LTD.

Address: 522 Chestnut Street, Suite GB, Hinsdale, IL 60521

Contracting business entity's authorized agent: Denise L. Habdas, Vice President-Administration

Address: 522 Chestnut Street, Suite GB, Hinsdale, IL 60521

Number or title of contract: CRFQ 0803 DOT1800000018

Type or description of contract: Liquid Calcium Chloride

Governmental agency awarding contract: WV Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Frank L. Sibr, 100% Ownership

Signature: Denise L. Habdas Date Signed: 08/30/2017

Check here if this is a Supplemental Disclosure.

Verification

State of Illinois, County of Cook

I, Denise L. Habdas, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 30th day of August, 2017



Notary Public's Signature

Certificate # 360821

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:



Calcium Chloride Products

## SALES SPECIFICATION

# LIQUIDOW™ Technical Grade Calcium Chloride Solution

<u>Property</u>	<u>Minimum</u>	<u>Maximum</u>
Calcium Chloride (wt. %)	28	42
Specific Gravity	1.275	1.439
Total Alkali Chlorides as NaCl (wt. %)		6.0
Total Magnesium as MgCl <sub>2</sub> (wt. %)		0.5
Calcium Hydroxide (wt. %)		0.2

Effective: 03/01/2012

Reviewed: 01/18/2016

Material description: clear, odorless liquid

Customer may specify any concentration in 1% increments from 28 – 42%. The delivered concentration will be within +/- 0.5% of the customer-specified concentration.

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-LTG-01 Jan 2016



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 Occidental Chemical Corporation 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.

# SAFETY DATA SHEET

M48009 - ANSI - EN



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## LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009

SDS Revision Date: 11-Jul-2016

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### SECTION 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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<b>Company Identification:</b>	Occidental Chemical Corporation 5005 LBJ Freeway P.O. Box 809050 Dallas, TX 75380-9050 1-800-752-5151
<b>24 Hour Emergency Telephone Number:</b>	1-800-733-3665 or 1-972-404-3228 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186
<b>To Request an SDS:</b>	MSDS@oxy.com or 1-972-404-3245
<b>Customer Service:</b>	1-800-752-5151 or 1-972-404-3700
<b>Product Identifier:</b>	<b>LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION</b>
<b>Synonyms:</b>	Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride, Calcium Chloride
<b>Product Use:</b>	Concrete Acceleration, Dust Control, Ice Melting, Refrigeration, Road Base Stabilization, Full Depth Reclamation, Tire Weighting, Water Treatment (Non-potable)
<b>Uses Advised Against:</b>	None identified

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# LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009

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## SECTION 2. HAZARDS IDENTIFICATION

**OSHA REGULATORY STATUS:** This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

\*\*\*\*\*

### EMERGENCY OVERVIEW:

**Color:** Clear  
**Odor:** Odorless

**Signal Word:** WARNING

**MAJOR HEALTH HAZARDS:** CAUSES SERIOUS EYE IRRITATION. CAUSES SKIN IRRITATION.

**PRECAUTIONARY STATEMENTS:** Wash thoroughly after handling.

\*\*\*\*\*

### GHS CLASSIFICATION:

<b>GHS: CONTACT HAZARD - SKIN:</b>	Category 2 - Causes skin irritation
<b>GHS: CONTACT HAZARD - EYE:</b>	Category 2A - Causes serious eye irritation
<b>GHS: ACUTE TOXICITY - INHALATION:</b>	No data available. Not classified.
<b>GHS: ACUTE TOXICITY - ORAL:</b>	Not classified as acutely toxic for oral exposure
<b>GHS: ACUTE TOXICITY - DERMAL:</b>	Not classified as acutely toxic for dermal exposure
<b>GHS: CARCINOGENICITY:</b>	Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA

**UNKNOWN ACUTE TOXICITY:** A percentage of this product consists of ingredient(s) of unknown acute toxicity.

**Unknown Acute Dermal Toxicity:**

3% of this product consists of ingredient(s) of unknown acute dermal toxicity.

**GHS SYMBOL:** Exclamation mark



**GHS SIGNAL WORD:** WARNING

**GHS HAZARD STATEMENTS:**

**GHS - Health Hazard Statement(s)**

**LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION**

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- Causes skin irritation
- Causes serious eye irritation

**GHS - Precautionary Statement(s) - Prevention**

- Wear eye and face protection
- Wear protective gloves
- Wash thoroughly after handling

**GHS - Precautionary Statement(s) - Response**

- **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- **If eye irritation persists:** Get medical advice/attention
- **IF ON SKIN:** Wash with plenty of water
- Take off contaminated clothing and wash it before reuse
- **If skin irritation occurs:** Get medical advice/attention
- Specific treatment (see First Aid information on product label and/or Section 4 of the SDS)

**GHS - Precautionary Statement(s) - Storage**

- There are no Precautionary-Storage phrases assigned

**GHS - Precautionary Statement(s) - Disposal**

- Dispose of contents and container in accordance with applicable local, regional, national, and/or international regulations

**Hazards Not Otherwise Classified (HNOC)**

None identified

See Section 11: TOXICOLOGICAL INFORMATION

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS****Synonyms:** Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride, Calcium Chloride

Component	Percent [%]	CAS Number
Water	53-72	7732-18-5
Calcium chloride	28-42	10043-52-4
Potassium Chloride	<3	7447-40-7
Sodium Chloride	<2	7647-14-5

**Notes:** Potassium chloride and sodium chloride are impurities from the naturally-occurring source material, brine solution.**SECTION 4. FIRST AID MEASURES****INHALATION:** If inhalation of vapor, mist, or spray occurs and adverse effects result, move person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

## LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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**SKIN CONTACT:** If on skin, wash with plenty of water. If skin irritation occurs: Get medical advice/ attention. Take off contaminated clothing and wash before reuse. **SPECIFIC TREATMENT:** Wash with lots of water.

**EYE CONTACT:** If in eyes, immediately rinse eyes cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation occurs, get medical advice/attention.

**INGESTION:** If swallowed, rinse mouth. Contact a poison center or doctor/physician if you feel unwell.

### Most Important Symptoms/Effects (Acute and Delayed):

**Acute Symptoms/Effects:** Listed below.

**Inhalation (Breathing):** Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

**Skin:** Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

**Eye:** Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening.

**Ingestion (Swallowing):** Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

### Delayed Symptoms/Effects:

- Chronic exposures to skin and mucus membranes that cause irritation may cause a chronic dermatitis or mucosal membrane problem

**Interaction with Other Chemicals Which Enhance Toxicity:** None known.

**Medical Conditions Aggravated by Exposure:** Any skin condition that disrupts the skin, such as abrasions, cuts, psoriasis, fungal infections, etc. Any eye condition that compromises tear production, conjunctiva, or normal corneal homeostasis.

**Protection of First-Aiders:** At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission. 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.

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## SECTION 5. FIRE-FIGHTING MEASURES

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

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

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

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

**Hazardous Combustion Products:** Formed under fire conditions: hydrogen chloride gas, calcium oxide

**Lower Flammability Level (air):** Not applicable

**Upper Flammability Level (air):** Not applicable

**Flash point:** Not applicable

**Auto-ignition Temperature:** Not applicable

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## SECTION 6. ACCIDENTAL RELEASE MEASURES

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**Personal Precautions:**

Isolate area. Keep unnecessary and unprotected personnel from entering the area. Spilled material may cause a slipping hazard on some surfaces. 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.

**Methods and Materials for Containment and Cleaning Up:**

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

**Environmental Precautions:**

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

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## SECTION 7. HANDLING AND STORAGE

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**Precautions for Safe Handling:**

Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. Wear personal protective equipment as described in Exposure Controls/Personal Protection (Section 8) of the SDS.

**Safe Storage Conditions:**

Protect from atmospheric moisture. Keep containers closed when not in use. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet).

**Incompatibilities/ Materials to Avoid:**

Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those

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substances, Contact with zinc forms flammable hydrogen gas, which can be explosive, Catalyzes exothermic polymerization of methyl vinyl ether, May release flammable hydrogen gas, Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates

**SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

**Regulatory Exposure Limit(s):** Listed below for the product components that have regulatory occupational exposure limits (OEL's).

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Particles Not Otherwise Regulated (PNOR) 00-00-001	15 mg/m <sup>3</sup> (Total) 5 mg/m <sup>3</sup> (Respirable)	-----	-----

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

**NON-REGULATORY EXPOSURE LIMIT(S):** Listed below for the product components that have advisory (non-regulatory) occupational exposure limits (OEL's) established.

- *The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits, if shown, 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:**

1. Use good personal hygiene
2. Do not consume or store food in the work area
3. Wash hands and affected skin immediately after handling, before smoking or eating, before breaks, and at the end of the workday

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

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye Protection:** Wear safety glasses with side-shields. Wear chemical safety goggles and/or a face-shield to protect against skin and eye contact when appropriate.

**Skin and Body Protection:** Wear clean, body-covering clothing. Wear appropriate clothing to avoid skin contact.

**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

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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.

**SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES**

<b>Color:</b>	Clear
<b>Odor:</b>	Odorless
<b>Odor Threshold [ppm]:</b>	Not applicable.
<b>Decomposition Temperature:</b>	Not applicable
<b>Boiling Point/Range:</b>	110 - 122 °C (230 - 252 °F)
<b>Freezing Point/Range:</b>	-43 - +21°C (-46 - +69°F).
<b>Melting Point/Range:</b>	Not applicable
<b>Vapor Pressure:</b>	9 - 15 mm Hg @ 25 °C (77 °F)
<b>Vapor Density (air=1):</b>	No data available
<b>Relative Density/Specific Gravity (water=1):</b>	1.275 - 1.439 @ 25 °C (77 °F)
<b>Density:</b>	10.61 - 11.97 lbs/gal [1.27 - 1.43 kg/L] @ 25 °C (77 °F)
<b>Bulk Density:</b>	Not applicable
<b>Water Solubility:</b>	Completely miscible
<b>pH:</b>	9 - Estimated (undiluted)
<b>Evaporation Rate (ether=1):</b>	No data available
<b>Partition Coefficient (n-octanol/water):</b>	Not applicable
<b>Flash point:</b>	Not applicable
<b>Lower Flammability Level (air):</b>	Not applicable
<b>Upper Flammability Level (air):</b>	Not applicable
<b>Auto-ignition Temperature:</b>	Not applicable
<b>Viscosity:</b>	2 - 7 cp @ 25°C (77 °F)
<b>Hygroscopic:</b>	Yes

**SECTION 10. STABILITY AND REACTIVITY**

**Reactivity:** Hygroscopic.



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**Chemical Stability:** Stable at normal temperatures and pressures.**Possibility of Hazardous Reactions:** No data available.**Conditions to Avoid:** (e.g., static discharge, shock, or vibration) -. None known.**Incompatibilities/ Materials to Avoid:** Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those substances, Contact with zinc forms flammable hydrogen gas, which can be explosive, Catalyzes exothermic polymerization of methyl vinyl ether, May release flammable hydrogen gas, Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates**Hazardous Decomposition Products:** Formed under fire conditions: hydrogen chloride gas, calcium oxide**Hazardous Polymerization:** Will not occur.**SECTION 11. TOXICOLOGICAL INFORMATION****TOXICITY DATA:****PRODUCT TOXICITY DATA: LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION**

<b>LD50 Oral:</b> 2282 mg/kg - Oral Acute Toxicity Estimate (ATE)	<b>LD50 Dermal:</b> 6013 mg/kg - Dermal Acute Toxicity Estimate (ATE)	<b>LC50 Inhalation:</b> No data is available
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**COMPONENT TOXICITY DATA:****Note:** The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

<b>Component</b>	<b>LD50 Oral:</b>	<b>LD50 Dermal:</b>	<b>LC50 Inhalation:</b>
Calcium chloride 10043-52-4	1000 mg/kg (Rat)	2630 mg/kg (Rat)	Not listed
Potassium Chloride 7447-40-7	Not listed	Not listed	Not listed
Sodium Chloride 7647-14-5	3000 mg/kg (Rat)	Not listed	42 g/m <sup>3</sup> (1 hr-Rat)

**POTENTIAL HEALTH EFFECTS:****Eye contact:** May cause serious eye irritation. May cause slight corneal injury. Effects may be slow to heal.**Skin contact:** Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Not classified as corrosive to the skin according to DOT guidelines.

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- Inhalation:** Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).
- Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.
- Chronic Effects:** Chronic exposures to calcium chloride that cause irritation may cause a chronic dermatitis or mucosal membrane problem. For the minor component(s):  
**POTASSIUM CHLORIDE:** In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, heart, and kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. **SODIUM CHLORIDE:** 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.

## SIGNS AND SYMPTOMS OF EXPOSURE:

Solution and or solids may be visible on the skin and or eyes. Localized redness, warmth, and irritation consistent with mechanism of injury: abrasion, burn, hypertonic solution.

**Inhalation (Breathing):** Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

**Skin:** Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

**Eye:** Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening.

**Ingestion (Swallowing):** Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

**Interaction with Other Chemicals Which Enhance Toxicity:** None known.

## GHS HEALTH HAZARDS:

**GHS: CONTACT HAZARD - EYE:** Category 2A - Causes serious eye irritation

**Skin Absorbent / Dermal Route?** No.

## GHS: CARCINOGENICITY:

Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

## MUTAGENIC DATA:

Not classified as a mutagen per GHS criteria. The data presented are for the following material: Calcium chloride (CaCl<sub>2</sub>) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.



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**DEVELOPMENTAL TOXICITY:**

Not classified as a developmental or reproductive toxin per GHS criteria. For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

**SECTION 12. ECOLOGICAL INFORMATION****ECOTOXICITY DATA:**

<u>Component</u>	<u>Freshwater Fish</u>	<u>Invertebrate Toxicity:</u>	<u>Algae Toxicity:</u>	<u>Other Toxicity:</u>
Calcium chloride	- LC50, bluegill (Lepomis macrochirus): 8,350 - 10,650 mg/l	- LC50, water flea Daphnia magna: 759 - 3,005 mg/l	- No data available	- No data available
Potassium Chloride	- LC50, rainbow trout (Oncorhynchus mykiss), 96 h: 4,236 mg/l	- EC50, water flea Daphnia magna, 24 h, immobilization: 590 mg/l - LC50, water flea Ceriodaphnia dubia, 96 h: 3,470 mg/l	- No data available	- No data available
Sodium Chloride	- LC50, fathead minnow (Pimephales promelas): 10,610 mg/l	- LC50, water flea Daphnia magna: 4,571 mg/l	- IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l	- IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

**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)

**FATE AND TRANSPORT:**

**BIODEGRADATION:** This material is inorganic and not subject to biodegradation.

**PERSISTENCE:** Calcium chloride is believed not to persist in the environment because it is readily dissociated into calcium and chloride ions in water. Calcium chloride released into the environment is thus likely to be distributed into water in the form of calcium and chloride ions. Calcium ions may remain in soil by binding to soil particulate or by forming stable salts with other ions. Chloride ions are mobile and eventually drain into surface water. Both ions originally exist in nature, and their concentrations in surface water will depend on various factors, such as geological parameters, weathering, and human activities.

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

**BIOACCUMULATIVE POTENTIAL:** Calcium chloride and its dissociated forms (calcium and chloride ions) are ubiquitous in the environment. Calcium and chloride ions can also be found as constituents in organisms. Considering its dissociation properties, calcium chloride is not expected to accumulate in living organisms.

**MOBILITY IN SOIL:** Calcium chloride is not expected to be absorbed in soil due to its dissociation properties and

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high water solubility. It is expected to dissociate into calcium and chloride free ions or it may form stable inorganic or organic salts with other counter ions, leading to different fates between calcium and chloride ions in soil and water components. Calcium ions may bind to soil particulate or may form stable inorganic salts with sulfate and carbonate ions. The chloride ion is mobile in soil and eventually drains into surface water because it is readily dissolved in water.

### SECTION 13. DISPOSAL CONSIDERATIONS

**Waste from material:**

Reuse or reprocess, if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Report spills if applicable. 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 SDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Landfill and waste water treatment system.

**Container Management:**

Dispose of container in accordance with applicable local, regional, national, and/or international regulations.

### SECTION 14. TRANSPORT INFORMATION

**LAND TRANSPORT**

**U.S. DOT 49 CFR 172.101:**

**Status:** Not Regulated.

\* **NOTE:** This product is not classified as corrosive to the skin according to DOT guidelines.

**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:**

**Status:** Not Regulated.

**MARITIME TRANSPORT (IMO / IMDG)** Not regulated

**Status - IMO / IMDG:** Not Regulated

### SECTION 15. REGULATORY INFORMATION

**U.S. REGULATIONS**

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**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.

**SARA EHS Chemical (40 CFR 355.30)**

Not regulated

**EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):**

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**

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

**Canadian Chemical Inventory:** All components of this product are listed on either the DSL or the NDSL.

Component	DSL	NDSL
Calcium chloride 10043-52-4	Listed	Not Listed
Potassium Chloride 7447-40-7	Listed	Not Listed
Sodium Chloride 7647-14-5	Listed	Not Listed

**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 Toxic 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.

Component	California Proposition 65 Cancer WARNING:	California Proposition 65 CRT List - Male reproductive toxin:	California Proposition 65 CRT List - Female reproductive toxin:	Massachusetts Right to Know Hazardous Substance List	New Jersey Right to Know Hazardous Substance List	New Jersey Special Health Hazards Substance List
Calcium chloride 10043-52-4	Not Listed	-----	-----	-----	Not Listed	-----
Potassium Chloride	Not Listed	-----	-----	-----	Not Listed	-----

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7447-40-7						
Sodium Chloride 7647-14-5	Not Listed	-----	-----	-----	Not Listed	-----

Component	New Jersey - Environmental Hazardous Substance List	Pennsylvania Right to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List	Rhode Island Right to Know Hazardous Substance List
Calcium chloride 10043-52-4	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Potassium Chloride 7447-40-7	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chloride 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed

**CANADIAN REGULATIONS**

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

Component	Canadian Chemical Inventory:	NDSL:	WHMIS - Classifications of Substances:
Calcium chloride	Listed		D2B
Potassium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria
Sodium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria

**SECTION 16. OTHER INFORMATION**

Prepared by: OxyChem Corporate HESS - Product Stewardship

Rev. Date: 11-Jul-2016

**Disclaimer:**

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 use, please contact your sales or technical service representative.

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

Health Rating: 1

Flammability: 0

Reactivity Rating: 0

**Reason for Revision:**

- Updated First Aid Measures: SEE SECTION 4
- Toxicological Information has been revised: SEE SECTION 11

**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, EXPRESSED OR IMPLIED, IS

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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, 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 Safety Data Sheet available to your employees

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**End of Safety Data Sheet**