RESOLUTION AWARDING BID FOR MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE
FOR THE SARPY COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for magnesium chloride and calcium chloride have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

the low bid of Husker Chem Sales for Magnesium Chloride and Calcium Chloride in the amount of $1.02 per gallon for Magnesium Chloride, $1.11 per gallon for 38% Calcium Chloride, and $1.05 per gallon for 32% Calcium Chloride is accepted, ratified, and confirmed.

This Board’s Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 3rd day of April, 2018.
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Magnesium Chloride & Calcium Chloride

On March 21, 2018, one (1) bid was opened for Magnesium Chloride and Calcium Chloride for the Public Works Department. The bid documents were sent to six (6) vendors. After review, it is recommended the bid be awarded to the low bidder, Husker Chem Sales. The price increased an average of 3% from the 2015 bid, which is less than previous bid years. The contract will be for a period of one (1) year commencing on April 1, 2018 until March 31, 2019 with two (2), one (1) year options.

Husker Chem Sales has been providing their services to the County for over 35 years and Public Works has a positive relationship with them. Please feel free to contact me with any question.

Please contact me with any questions at bgarber@sarpy.com.

March 27, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Rich Weber
Bid Tab

Magnesium Chloride Calcium Chloride for the Sarpy County Public Works Department

Bid Opening: 2:00 p.m., Wednesday March 21, 2018

<table>
<thead>
<tr>
<th></th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnesium Chloride - Dust Control</td>
<td>30,000</td>
<td>$1.02</td>
</tr>
<tr>
<td>Calcium Chloride 38% - Road Base Stabilization</td>
<td>15,000</td>
<td>$1.11</td>
</tr>
<tr>
<td>Calcium Chloride 32% - Winter De-Icing</td>
<td>10,000</td>
<td>$1.05</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Husker Chem Sales

P:\Magnesium & Calcium Chloride\2018\Bid Tab_MM CC.xls
Beth Garber

From: Rich Weber
Sent: Thursday, March 22, 2018 11:49 AM
To: Beth Garber
Cc: Denny Wilson; Pat Dowse; Dannielle Giese
Subject: Mag/Calcium Bid

Beth,

After reviewing the Magnesium/Calcium Chloride bid from Husker Chem Sales I would recommend that we accept the bid price of $57,750. This is a 3% increase per year from the last bid in 2015. We have been using this vendor for 35 years and have been very satisfied with their service.

Rich Weber
Street Operations Manager
Sarpy County Public Works
15100 so 84th st
Papillion Ne, 68046-4627
Office 402-537-6912
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Husker Chem Sales, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Magnesium Chloride & Calcium Chloride for the Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Magnesium Chloride & Calcium Chloride in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.

D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services
documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

   Public Works Department
   Sarpy County Courthouse
   1210 Golden Gate Drive
   Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Vendor: Mr. Gary Thimgan
Husker Chem Sales
36712 Fletcher Ave. Box 607
Weeping Water, NE 68463
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of April, 2018.

(Seal)

ATTEST:

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Vendor: Husker Chem Sales

By: John Marshall
Title: Vice President

Approved as to Form:

Deputy County Attorney
**COMPANY NAME:** Husker Chem Sales

**Sarpy County, Nebraska**  
**Magnesium Chloride & Calcium Chloride**  
**Bid Form**

<table>
<thead>
<tr>
<th>Description</th>
<th>Appx. # Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
</tr>
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<tbody>
<tr>
<td>Magnesium Chloride – Dust Control</td>
<td>30,000</td>
<td>$1.02</td>
<td>$30,600.00</td>
</tr>
<tr>
<td>Calcium Chloride 38% - Road Base</td>
<td>15,000</td>
<td>$1.11</td>
<td>$16,650.00</td>
</tr>
<tr>
<td>Stabilization</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Calcium Chloride 32% - Winter De-Icing</td>
<td>10,000</td>
<td>$1.05</td>
<td>$10,500.00</td>
</tr>
</tbody>
</table>

**Grand Total** $57,750.00

*Prices are to be F.O.B. – Sarpy County*

**Company Information**

- **Years in business:** 31
- **# of employees:** 6 full time employees
- **Total sales last 3 years:**

**References**

- **Company Name:** Lyman Richey Corporation  
  **Address:** 2626 S 158th Plaza Omaha, NE 68130  
  **Contact Name:** Mark Deetz  
  **Phone Number:** 402.558.2727  
  **Date of Purchase:** Since 1990  
  **Email:**

- **Company Name:** Douglas County  
  **Address:** 15505 Maple Road, Omaha, NE., 68116  
  **Contact Name:** Tom McDonald  
  **Phone Number:** 402.444.6474  
  **Date of Purchase:** Since 1990  
  **Email:**

- **Company Name:** Saunders County  
  **Address:** 433 North Chsetnut, Wahoo, NE. 68066  
  **Contact Name:** Steve Mika  
  **Phone Number:** 402.443.8124  
  **Date of Purchase:** Since 2000  
  **Email:**
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1
Addendum #2

Husker Chem Sales
Company Name

Gary Thimgan
Company Representative (Please print)

Authorized Signature
Gary Thimgan

36712 Fletcher Avenue  Box 607
Address

Weeping Water, NE 68463
City, State & Zip

402-267-4155
Telephone Number

jericoservice@windstream.net
E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
**Technical Specifications**

List all exceptions/clarifications/comments on the page provided. Indicate acceptance or exception by marking YES/NO/OTHER for specification listed. Any unmarked YES/NO/OTHER line will be noted as exception to the specification.

**YES/NO/OTHER**

1. **Magnesium Chloride (mg C12) - Dust Suppression**

   **A.** Magnesium Chloride (mg C12)

   Minimum 30% solution of low sulfate (Mg C12)

   Application rate of .3/gallon per square yard

   **Specify corrosive inhibitor:** Not Applicable

   **B.** Delivery

   Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within forty eight (48) hours after notification by the Sarpy County Public Works Department.

   **C.** Application

   Sarpy County will grade the road and pre-wet the area prior to application.

   Magnesium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

   **D.** Quantities

   Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

   Magnesium Chloride: 30,000 Gal

   **E.** Private Residences

   Private residences may contact the Sarpy County Public Works Department to request the application of Magnesium Chloride for dust control. **Vendor shall bill private residences directly for any Magnesium Chloride applied when they do not meet the criteria for Sarpy County to pay for the application.** Sarpy County will grade the road and pre-wet the area prior to application, but is not
responsible for any costs associated with the application of Magnesium Chloride if it does not meet the specified criteria.

2. **Calcium Chloride (CaC12) - Road Base Stabilization**

   ___ Yes ___  A. Calcium Chloride (CaC12)
   
   Minimum 38% solution

   ___ Yes ___  B. Delivery
   
   Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within five (5) calendar days after notification by the Sarpy County Public Works Department.

   ___ Yes ___  C. Application
   
   Application rate of .25/gallon per square yard for every 1.5" of scarified aggregate. Final topcoat shall be applied at a rate of .2/gallon per square yard.

   ___ No ___  D. Quantities
   
   Typical County Road Base Stabilization projects run from one-half (1/2) mile to one (1) mile in length and have a width of twenty four (24) feet. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

   Calcium Chloride: 15,000 Gal

3. **Calcium Chloride (CaC12) - Winter De-Icing**

   ___ Yes ___  A. Calcium Chloride (CaC12)
   
   Minimum 32% solution

   ___ Yes ___  B. Delivery
   
   Vendor shall make delivery within forty eight (48) hours after notification by the Sarpy County Public Works Department.

   Delivery will be to the following Sarpy County locations:

   Main Public Works Shop - 15100 South 84th Street, Papillion, NE
Gretna Shop - 21804 R&R Road, Gretna, NE

__Yes__  C.  Storage Tanks

All Sarpy County locations have 3,000 gallon storage tanks. Vendor is responsible for all necessary equipment to transfer the Calcium Chloride to Sarpy County's storage tanks. Vendor is responsible for the transfer of the Calcium Chloride into Sarpy County's storage tanks.

__No__  D.  Quantities

Storage tanks will be filled on an "as needed" basis. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum requirements.**

Calcium Chloride: 10,000 Gal
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ___________________________________________ None

2. ___________________________________________

3. ___________________________________________

4. ___________________________________________

5. ___________________________________________

6. ___________________________________________

7. ___________________________________________

8. ___________________________________________

9. ___________________________________________

10. ___________________________________________
Exhibit “A”
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WHEREAS, County is desirous of contracting for Magnesium Chloride & Calcium Chloride for the Public Works Department; and,

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B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.

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F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

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County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Vendor: Mr Gary Thimgan
Husker Chem Sales
36712 Fletcher Avenue P.O. Box 405
Weeping Water, NE 68463-0405
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification: Occidental Chemical Corporation
5005 LBJ Freeway
P.O. Box 809050
Dallas, TX 75380-9050
1-800-752-5151

24 Hour Emergency Telephone Number: 1-800-733-3665 or 1-972-404-3228 (USA); CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186

To Request an SDS: MSDS@oxy.com or 1-972-404-3245
Customer Service: 1-800-752-5151 or 1-972-404-3700

Product Identifier: LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

Synonyms: Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride, Calcium Chloride

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

Uses Advised Against: None identified.
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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

******************************************************************************

EMERGENCY OVERVIEW:

Color: Clear
Physical state: Liquid
Odor: Odorless
Signal Word: WARNING

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

PRECAUTIONARY STATEMENTS: Wash thoroughly after handling.

******************************************************************************

GHS CLASSIFICATION:

| GHS: CONTACT HAZARD - SKIN:     | Category 2 - Causes skin irritation |
| GHS: CONTACT HAZARD - EYE:      | Category 2A - Causes serious eye irritation |
| GHS: ACUTE TOXICITY - ORAL:     | Not classified as acutely toxic for oral exposure |
| GHS: ACUTE TOXICITY - DERMAL:   | Not classified as acutely toxic for dermal exposure |
| GHS: CARCINOGENICITY:           | 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
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009  
SDS Revision Date: 09-Feb-2015

GHS HAZARD STATEMENTS:

GHS - Health Hazard Statement(s)
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

3. COMPOSITION/INFORMATION ON INGREDIENTS

Synonyms: Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride, Calcium Chloride

<table>
<thead>
<tr>
<th>Component</th>
<th>Percent [%]</th>
<th>CAS Number</th>
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<tbody>
<tr>
<td>Water</td>
<td>53 - 72</td>
<td>7732-18-5</td>
</tr>
<tr>
<td>Calcium chloride</td>
<td>28 - 42</td>
<td>10043-52-4</td>
</tr>
<tr>
<td>Potassium Chloride</td>
<td>&lt; 3</td>
<td>7447-40-7</td>
</tr>
<tr>
<td>Sodium Chloride</td>
<td>&lt; 2</td>
<td>7647-14-5</td>
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</tbody>
</table>

Notes: Potassium chloride and sodium chloride are impurities from the naturally-occurring source material, brine solution.

4. FIRST AID MEASURES
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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.

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.

5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn.
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire.

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

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

6. ACCIDENTAL RELEASE MEASURES

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.

7. HANDLING AND STORAGE

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.

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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 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.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

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

<table>
<thead>
<tr>
<th>Component</th>
<th>OSHA Final PEL TWA</th>
<th>OSHA Final PEL STEL</th>
<th>OSHA Final PEL Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particles Not Otherwise Regulated (PNOR) 00-00-001</td>
<td>15 mg/m³ (Total)</td>
<td>5 mg/m³ (Respirable)</td>
<td>-----</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Component</th>
<th>CAS Number</th>
<th>ACGIH TWA</th>
<th>ACGIH STEL</th>
<th>ACGIH Ceiling</th>
<th>OSHA TWA (Vacated)</th>
<th>OSHA STEL (Vacated)</th>
<th>OSHA Ceiling (Vacated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particulates Not Otherwise Specified (PNOS)</td>
<td>Not Assigned</td>
<td>10 mg/m³ (Inhalable)</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 mg/m³ (Respirable)</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
</tbody>
</table>

- 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: Use good personal hygiene. Do not consume or store food in the work area. 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 selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

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

9. PHYSICAL AND CHEMICAL PROPERTIES

<table>
<thead>
<tr>
<th>Physical state</th>
<th>Liquid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color:</td>
<td>Clear</td>
</tr>
<tr>
<td>Odor:</td>
<td>Odorless</td>
</tr>
<tr>
<td>Odor Threshold [ppm]:</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Decomposition Temperature:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Boiling Point/Range:</td>
<td>110 - 122 °C (230 - 252 °F)</td>
</tr>
<tr>
<td>Freezing Point/Range:</td>
<td>-43 - +21°C (-46 - +69°F).</td>
</tr>
<tr>
<td>Melting Point/Range:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Vapor Pressure:</td>
<td>9 - 15 mm Hg @ 25 °C (77 °F)</td>
</tr>
<tr>
<td>Vapor Density (air=1):</td>
<td>No data available</td>
</tr>
<tr>
<td>Relative Density/Specific Gravity (water=1):</td>
<td>1.275 - 1.439 @ 25 °C (77 °F)</td>
</tr>
<tr>
<td>Density:</td>
<td>10.61 - 11.97 lbs/gal @ 25 °C (77 °F)</td>
</tr>
<tr>
<td>Bulk Density:</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Water Solubility:</td>
<td>Completely miscible</td>
</tr>
<tr>
<td>pH:</td>
<td>9 - Estimated (undiluted)</td>
</tr>
<tr>
<td>Evaporation Rate (ether=1):</td>
<td>No data available</td>
</tr>
</tbody>
</table>
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

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Partition Coefficient
(n-octanol/water): Not applicable
Flash point: Not applicable
Lower Flammability Level (air): Not applicable
Upper Flammability Level (air): Not applicable
Auto-ignition Temperature: Not applicable
Viscosity: 2 - 7 cp @ 25°C (77 °F)
Hygroscopic: Yes

10. STABILITY AND REACTIVITY

Reactivity: Hygroscopic.

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.

11. TOXICOLOGICAL INFORMATION

TOXICITY DATA:

PRODUCT TOXICITY DATA: LIQUIDOW® TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

<table>
<thead>
<tr>
<th>LD50 Oral:</th>
<th>LD50 Dermal:</th>
<th>LC50 Inhalation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2282 mg/kg - Oral Acute Toxicity Estimate (ATE)</td>
<td>6013 mg/kg - Dermal Acute Toxicity Estimate (ATE)</td>
<td>No data is available</td>
</tr>
</tbody>
</table>

COMPONENT TOXICITY DATA:
Note: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

<table>
<thead>
<tr>
<th>Component</th>
<th>LD50 Oral:</th>
<th>LD50 Dermal:</th>
<th>LC50 Inhalation:</th>
</tr>
</thead>
</table>

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<table>
<thead>
<tr>
<th></th>
<th>Calcium chloride</th>
<th>Potassium Chloride</th>
<th>Sodium Chloride</th>
</tr>
</thead>
<tbody>
<tr>
<td>10043-52-4</td>
<td>1000 mg/kg (Rat)</td>
<td>2600 mg/kg (Rat)</td>
<td>3 g/kg (Rat)</td>
</tr>
<tr>
<td>7447-40-7</td>
<td></td>
<td></td>
<td>10 g/kg (Rabbit)</td>
</tr>
<tr>
<td>7647-14-5</td>
<td></td>
<td></td>
<td>42 g/m³ (1 hr-Rat)</td>
</tr>
</tbody>
</table>

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.

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

GHS HEALTH HAZARDS:

GHS: ACUTE TOXICITY - ORAL: Not classified as acutely toxic for oral exposure.

GHS: ACUTE TOXICITY - DERMAL: Not classified as acutely toxic for dermal exposure.


GHS: CONTACT HAZARD - SKIN: Category 2 - Causes skin irritation

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

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

DEVELOPMENTAL TOXICITY:
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.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

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

Freshwater Fish Toxicity:
Calcium Chloride: LC50, bluegill (Lepomis macrochirus): 8,350 - 10,650 mg/l
Potassium Chloride: LC50, rainbow trout (Oncorhynchus mykiss), 96 h: 4,236 mg/l
Sodium Chloride: LC50, fathead minnow (Pimephales promelas): 10,610 mg/l
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Invertebrate Toxicity:
Calcium Chloride: LC50, water flea Daphnia magna: 759 - 3,005 mg/l
Potassium Chloride: EC50, water flea Daphnia magna, 24 h, immobilization: 590 mg/l
LC50, water flea Ceriodaphnia dubia, 96 h: 3,470 mg/l
Sodium Chloride: LC50, water flea Daphnia magna: 4,571 mg/l

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

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 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.

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.

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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

15. REGULATORY INFORMATION

U.S. REGULATIONS

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

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):
Not regulated.

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.
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NATIONAL INVENTORY STATUS

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

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

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

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.

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

WHMIS - Classifications of Substances:

• D2B - Poisonous and Infectious Material; Materials causing other toxic effects - Toxic material

16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Product Stewardship

Rev. Date: 09-Feb-2015

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.

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

Health Rating: 2         Flammability Rating: 0         Reactivity Rating: 0

NFPA 704 - Hazard Identification Ratings (SCALE 0-4)
LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009

SDS Revision Date: 09-Feb-2015

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 MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws.

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, 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.

End of Safety Data Sheet
SAFETY DATA SHEET

1. Product and Company Identification

Product identifier
Magnesium Chloride Aqueous Solution
Other means of identification
7786-30-3
FREEZGARD LITE CI PLUS
FREEZGARD ZERO CI PLUS
FREEZGARD LITE CI PLUS LS
DustGard
DustGard Plus
FreezGard Zero
FreezGard Lite
MagnaPro
Recommended use
Dust supression, deicing, general industrial, and speciality uses.
Recommended restrictions
None known.
Manufacturer
North American Salt Company
A Compass Minerals Company
9900 West 109th Street, Suite 100
Overland Park, KS 66210 US
Phone: 913-344-9200
CHEMTREC
1-800-424-9300
CANUTEC
1-613-996-6666

2. Hazards Identification

Physical hazards
Not classified.
Health hazards
Not classified.
Environmental hazards
Not classified.
OSHA defined hazards
Not classified.
Label elements
Hazard symbol
None.
Signal word
None.
Hazard statement
The substance does not meet the criteria for classification.
Precautionary statement
Prevention
Observe good industrial hygiene practices.
Response
Wash hands after handling.
Storage
Store away from incompatible materials.
Disposal
Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)
None known.
Supplemental information
Not applicable.

3. Composition/Information on Ingredients

Mixture
Composition comments
The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation
If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact
Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact
Rinse with water. Get medical attention if irritation develops and persists.
Ingestion
Rinse mouth. If ingestion of a large amount does occur, call a poison control center immediately.
Most important symptoms/effects, acute and delayed
Indication of immediate medical attention and special treatment needed
General information

Most important symptoms/effects, acute and delayed
Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed
Treat symptomatically.

General information
Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire Fighting Measures

Suitable extinguishing media
Treat for surrounding material.

Unsuitable extinguishing media
None known.

Specific hazards arising from the chemical
During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters
Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire-fighting equipment/instructions
Use standard firefighting procedures and consider the hazards of other involved materials.

Specific methods
Cool containers exposed to flames with water until well after the fire is out.

General fire hazards
No unusual fire or explosion hazards noted.

Hazardous combustion products
May include and are not limited to: Hydrogen chloride. Chlorine gas. Oxides of magnesium.

Explosion data
Sensitivity to mechanical impact
Not available.

Sensitivity to static discharge
Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures
Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up
Before attempting clean up, refer to hazard data given above. Small spills may be absorbed with non-reactive absorbent and placed in suitable, covered, labelled containers. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.

Environmental precautions
Avoid discharge into drains, water courses or onto the ground.

7. Handling and Storage

Precautions for safe handling
Avoid contact with eyes, skin and clothing. Use good industrial hygiene practices in handling this material.

Conditions for safe storage, including any incompatibilities
Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure Controls/Personal Protection

Occupational exposure limits
No exposure limits noted for ingredient(s).

Biological limit values
No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls
TWA PEL: No specific limits have been established for magnesium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for magnesium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Individual protection measures, such as personal protective equipment
Eye/face protection
Safety glasses
Skin protection
- Rubber gloves. Confirm with a reputable supplier first.

Hand protection
- As required by employer code.

Respiratory protection
- Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.

Thermal hazards
- Not applicable.

General hygiene considerations
- Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and Chemical Properties

Appearance
- Liquid

Physical state
- Liquid

Form
- Crystalline

Color
- Colorless to Light amber

Odor
- Odorless

Odor threshold
- Not available

pH
- 7 - 9 (5% solution)

Melting point/freezing point
- -1 °F (-18.33 °C) (30% solution, periodically mixed to ensure homogeneity)

Initial boiling point and boiling range
- Not applicable

Pour point
- 225 °F (107.22 °C)

Specific gravity
- 1.24 - 1.34 (H2O = 1)

Partition coefficient
- Not available

Flash point
- Not available

Evaporation rate
- Not available

Flammability (solid, gas)
- Not applicable

Upper/lower flammability or explosive limits
- Not available

Flammability limit - lower (%)
- Not available

Flammability limit - upper (%)
- Not available

Explosive limit - lower (%) 
- Not available

Explosive limit - upper (%) 
- Not available

Vapor pressure
- Not available

Vapor density
- Not available

Relative density
- Not available

Solubility(ies)
- Easily soluble in cold water, hot water, methanol, acetone.

Auto-ignition temperature
- Not available

Decomposition temperature
- Not available

Viscosity
- Not available

10. Stability and Reactivity

Reactivity
- Reactive with oxidizing agents, acids, metals in presence of moisture.

Possibility of hazardous reactions
- No dangerous reaction known under conditions of normal use.

Chemical stability
- Material is stable under normal conditions.

Conditions to avoid
- Contact with incompatible materials.

Incompatible materials

Hazardous decomposition products
- May include and are not limited to: Hydrogen chloride. Chlorine gas. Oxides of magnesium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion
- Expected to be a low ingestion hazard.
Inhalation  
No adverse effects due to inhalation are expected.

Skin contact  
No adverse effects due to skin contact are expected.

Eye contact  
Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics  
Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity  
Not classified.

Skin corrosion/irritation  
Prolonged skin contact may cause temporary irritation.

Exposure minutes  
Not available.

Erythema value  
Not available.

Oedema value  
Not available.

Serious eye damage/eye irritation  
Direct contact with eyes may cause temporary irritation.

Corneal opacity value  
Not available.

Iris lesion value  
Not available.

Conjunctival reddening value  
Not available.

Conjunctival oedema value  
Not available.

Recover days  
Not available.

Respiratory or skin sensitization  
Not classified.

Respiratory sensitization  
This product is not expected to cause skin sensitization.

Skin sensitization  
This product is not expected to cause skin sensitization.

Germ cell mutagenicity  
No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity  
No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity  
This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity  
This product is not expected to cause reproductive or developmental effects.

Teratogenicity  
Not classified.

Specific target organ toxicity - single exposure  
Not classified.

Specific target organ toxicity - repeated exposure  
Not classified.

Aspiration hazard  
Not classified.

Chronic effects  
Not classified.

Further information  
This product has no known adverse effect on human health.

Name of Toxicologically Synergistic Products  
Not available.

12. Ecological Information

Ecotoxicity  
May be harmful to freshwater aquatic species and to plants that are not saline tolerant.

Persistence and degradability  
No data is available on the degradability of this product.

Bioaccumulative potential  
No data available.

Mobility in soil  
No data available.

Mobility in general  
Not available.

Other adverse effects  
No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions  
Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

Local disposal regulations  
Dispose in accordance with all applicable regulations.

Hazardous waste code  
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products  
Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal Instructions).
Contaminated packaging
Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)
Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)
Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal 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.

WHMIS status Not Controlled

US federal regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)
Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)
Not listed.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)
Not regulated.

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List
Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance No
SARA 311/312 Hazardous chemical No
SARA 313 (TRI reporting) Not regulated.

Other federal regulations
Safe Drinking Water Act (SDWA) Not regulated.

Food and Drug Administration (FDA)
Total food additive
Direct food additive
GRAS food additive

US state regulations California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance
Not listed.

US. Massachusetts RTK - Substance List
Not regulated.

US. Pennsylvania RTK - Hazardous Substances
Not regulated.

US. Rhode Island RTK
Not regulated.

Inventory status

<table>
<thead>
<tr>
<th>Country(s) or region</th>
<th>Inventory name</th>
<th>On inventory (yes/no)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada</td>
<td>Domestic Substances List (DSL)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canada</td>
<td>Non-Domestic Substances List (NDSL)</td>
<td>No</td>
</tr>
<tr>
<td>United States &amp; Puerto Rico</td>
<td>Toxic Substances Control Act (TSCA) Inventory</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
16. Other Information

<table>
<thead>
<tr>
<th>LEGEND</th>
<th>HEALTH</th>
<th>FLAMMABILITY</th>
<th>PERSONAL PROTECTION</th>
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<tbody>
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<td>Severe</td>
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<tr>
<td>Minimal</td>
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</tr>
</tbody>
</table>

Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 16-January-2015
Effective date 15-January-2015
Expiry date 15-January-2018
Further information For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.
Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021
Other information This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).
This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.
SARPY COUNTY, NEBRASKA
REQUEST FOR PROPOSALS

Magnesium Chloride & Calcium Chloride
For the Public Works Department

PROPOSALS DUE:
2:00 p.m., Wednesday, March 21, 2018
General Information

Notice to Vendors

Sarpy County is seeking proposals for Magnesium Chloride & Calcium Chloride for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of one (1) years commencing April 1, 2018 until March 31, 2019 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Wednesday, March 21, 2018. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Magnesium Chloride & Calcium Chloride” and shall have the name of the Vendor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Requests for information and clarification questions must be received by March 15, 2018 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administration Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Wednesday, March 21, 2018.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor’s proposal.
The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

**Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Public Works Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

a) Compliance with all requirements.
b) Price.
c) The ability, capability, and skills of the Vendor to perform.
d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
e) The quality of previous performance.
f) Whether the Vendor can perform within the time specified.
g) The previous and existing compliance of the supplier with laws.
h) The life-cost of the personal property or services in relation to the purchase price and specified use.
i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
j) The energy efficiency ratio as stated by the supplier.
k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
l) Such other information as may be secured having a bearing on the decision.

**Terms and Conditions**

1. **Information, Discussion and Disclosures**

   Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

   The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

   No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. Requests must be received by March 15, 2018 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. Pricing information is not considered financial information and therefore is not considered Confidential. Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
5. **Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. **Payment Terms**

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. **Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. **Term**

The Contract will be for a one (1) year period commencing on April 1, 2018 until March 31, 2019 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. **Renewal**

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. **Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. **Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-
Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days’ notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and $500,000 each accident for Coverage B, Employers Liability.
Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County
within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

19. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

20. Company Information

Vendor will provide the following company information on the bid form:

a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.
21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

22. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Specifications

Sarpy County is seeking proposals for magnesium Chloride for dust suppression and Calcium Chloride for road base stabilization and winter de-icing for County Roads for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit A) for a period of one (1) year commencing on April 1, 2018 through March 31, 2019, with two (2), one (1) year option periods. Sarpy County reserves the right to award the contract to more than one vendor.

1. Prices

All prices offered herein shall be firm against any increase for one hundred twenty (120) days from the effective date of the proposed contract. After this period, a request for price increase shall be received in writing to the Sarpy County Public Works Department at least thirty (30) days prior to the effective date. Sarpy County reserves the right to accept or reject any price increase. Any price changes, downward or upward that may occur during the contract period shall be based on general industry changes as evidenced by revised printed price lists or notices, either by reason of market change or on the part of the Vendor or other customers. Sarpy County shall receive full proportionate benefits for price decrease immediately upon their effective date.

2. Literature

Vendor will furnish a copy of the most recent Material Safety Data Sheet, plus provide application and storage details and information on all materials bid.
Technical Specifications

List all exceptions/clarifications/comments on the page provided. Indicate acceptance or exception by marking YES/NO/OTHER for specification listed. Any unmarked YES/NO/OTHER line will be noted as exception to the specification.

YES/NO/OTHER

1. Magnesium Chloride (mg C12) - Dust Suppression

___ ___ ___ A. Magnesium Chloride (mg C12)

Minimum 30% solution of low sulfate (Mg C12)
Application rate of .3/gallon per square yard

Specify corrosive inhibitor: ________________________________

___ ___ ___ B. Delivery

Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within forty eight (48) hours after notification by the Sarpy County Public Works Department.

___ ___ ___ C. Application

Sarpy County will grade the road and pre-wet the area prior to application.

Magnesium Chloride shall be applied by Vendor using a pressurized calibrated spray system through a uniformed spray bar. Spray bar must be capable of spraying in varying widths from ten (10) feet to twenty four (24) feet.

___ ___ ___ D. Quantities

Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum order requirements.**

Magnesium Chloride: 30,000 Gal

___ ___ ___ E. Private Residences

Private residences may contact the Sarpy County Public Works Department to request the application of Magnesium Chloride for dust control. **Vendor shall bill private residences directly for any Magnesium Chloride applied when they do not meet the criteria for Sarpy County to pay for the application.** Sarpy County will grade the road and pre-wet the area prior to application, but is not
responsible for any costs associated with the application of Magnesium Chloride if it does not meet the specified criteria.

2. Calcium Chloride (CaC12) - Road Base Stabilization

   A. Calcium Chloride (CaC12)  
      Minimum 38% solution

   B. Delivery  
      Delivery will be various locations within Sarpy County, Nebraska. Vendor shall make delivery and application within five (5) calendar days after notification by the Sarpy County Public Works Department.

   C. Application  
      Application rate of .25/gallon per square yard for every 1.5" of scarified aggregate. Final topcoat shall be applied at a rate of .2/gallon per square yard.

   D. Quantities  
      Typical County Road Base Stabilization projects run from one-half (1/2) mile to one (1) mile in length and have a width of twenty four (24) feet. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. Vendor shall not impose minimum order requirements.

       Calcium Chloride: 15,000 Gal

3. Calcium Chloride (CaC12) - Winter De-Icing

   A. Calcium Chloride (CaC12)  
      Minimum 32% solution

   B. Delivery  
      Vendor shall make delivery within forty eight (48) hours after notification by the Sarpy County Public Works Department.

      Delivery will be to the following Sarpy County locations:

      Main Public Works Shop - 15100 South 84th Street, Papillion, NE
C. Storage Tanks

All Sarpy County locations have 3,000 gallon storage tanks. Vendor is responsible for all necessary equipment to transfer the Calcium Chloride to Sarpy County’s storage tanks. Vendor is responsible for the transfer of the Calcium Chloride into Sarpy County’s storage tanks.

D. Quantities

Storage tanks will be filled on an "as needed" basis. Quantities shown are estimated and are not to be construed to mean firm quantities. Sarpy County reserves the right to increase or decrease any quantities shown. **Vendor shall not impose minimum requirements.**

Calcium Chloride: 10,000 Gal
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ______________________________________________________________

2. ______________________________________________________________

3. ______________________________________________________________

4. ______________________________________________________________

5. ______________________________________________________________

6. ______________________________________________________________

7. ______________________________________________________________

8. ______________________________________________________________

9. ______________________________________________________________

10. ______________________________________________________________
Sarpy County, Nebraska
Magnesium Chloride & Calcium Chloride
Bid Form

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<thead>
<tr>
<th>Description</th>
<th>Appx. # Gallons</th>
<th>Unit Price Per Gallon</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>Magnesium Chloride – Dust Control</td>
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<td>$_________</td>
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<tr>
<td>Calcium Chloride 38% - Road Base Stabilization</td>
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<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Calcium Chloride 32% - Winter De-Icing</td>
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<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
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</table>

*Prices are to be F.O.B. – Sarpy County

Company Information

Years in business: __________________________________________________________

# of employees: _____________________________________________________________

Total sales last 3 years: ____________________________________________________

References

Company Name: ______________________________________________________________
Address: __________________________________________________________________
Contact Name: _______________________ Phone Number: __________________________
Date of Purchase: _________________ Email: _________________________________

Company Name: ______________________________________________________________
Address: __________________________________________________________________
Contact Name: _______________________ Phone Number: __________________________
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Company Name: ______________________________________________________________
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Company Name: ______________________________________________________________
Address: __________________________________________________________________
Contact Name: _______________________ Phone Number: __________________________
Date of Purchase: _________________ Email: _________________________________

Company Name: ______________________________________________________________
Address: __________________________________________________________________
Contact Name: _______________________ Phone Number: __________________________
Date of Purchase: _________________ Email: _________________________________
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 ___________________
Addendum #2 ___________________

_________________________________  _____________________________ __________
Company Name   Company Representative (Please print)
_________________________________  _____________________________ __________
Authorized Signature  Telephone Number

_________________________________
Address

_________________________________
City, State & Zip  E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
Exhibit “A”
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter “County”, and ______________________, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Magnesium Chloride & Calcium Chloride for the Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Magnesium Chloride & Calcium Chloride in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.

D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

Public Works Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
       Clerk of Sarpy County
       1210 Golden Gate Drive, Suite 1250
       Papillion, NE 68046

Vendor: _____________________________
        _____________________________
        _____________________________
        _____________________________
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ___________________, 2018.

(Seal)                                              COUNTY OF SARPY, NEBRASKA,

ATTEST:                                             A body Politic and Corporate

______________________________  ________________________________
Sarpy County Clerk                  Chairperson
Sarpy County Board of Commissioners

Vendor: _____________________________

Approved as to Form:

______________________________  ________________________________
Deputy County Attorney            By: _____________________________

Title: _____________________________
**Certificate of Liability Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Producers
- Cottingham & Butler
  - Wade McNelly
  - 800 Main St.
  - Dubuque, IA 52001

### Insured
- Jerico Services, Inc.
  - DBA Husker Chem Sales
  - 1505 N. 14th St., PO Box 607
  - Indianola, IA 50125

### Insurers
- JERSEY INSURED PRODUCER CONTACT
- **NAME:** Wade
- **PHONE (A/C, No. Ext.):** 800-563-587-5000
- **FAX (A/C, No.):** 800-563-587-7339
- **ADDRESS:**
  - INSURER A: Western National Mutual Insurance Company
  - NAIC #: 15377

### Coverages

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<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY Eff/EXP</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>COMBINED SINGLE LIMIT (Ea occurrence)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>EACH OCCURRENCE AGGREGATE</td>
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<td>EXCESS LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>if yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<td>9/30/2017/9/30/2018</td>
<td>Blanket Building/RPP</td>
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### Description of Operations / Locations / Vehicles

Describe operations, locations, and vehicles in the Additional Remarks Schedule, if necessary.

### Certificate Holder
- Sarpy County
- 1210 Golden Gate Drive, Suite 1250
- Papillion, NE 68046

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD.
STATE OF NEBRASKA } } }
County of Sarpy } }

Being duly sworn, upon oath, Raylyn Ramsgard deposes and says that she is the Accounting Manager or Laura Estep-Bronk deposes and says that she is a Sales Representative or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was

Wednesday, March 7, 2018
Bellevue Leader
Gretna Breeze
Papillion Times
Springfield Monitor

Thereafter, Wednesday, March 14, 2018
Bellevue Leader
Gretna Breeze
Papillion Times
Springfield Monitor

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Raylyn Ramsgard OR Ron Petak OR Laura Estep-Bronk
Accounting Manager Executive Editor Sales Representative

 сегодняшней дате
Signed in my presence and sworn to before me:

Notary Public

Sarpy County, Nebraska
Magnesium Chloride and Calcium Chloride
For the Public Works Department
Request for Proposals

Sarpy County, Nebraska is seeking proposals for Magnesium Chloride and Calcium Chloride for the Public Works Department. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 2:00 p.m., Wednesday, March 21, 2018. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Magnesium Chloride and Calcium Chloride" with the time and date of the bid opening. All bids must be sent to Deb Houghtaling, Sarpy County Clerk's Office, 1210 Golden Gate Drive, Suite 1200, Papillion, NE 68046. Bids will be publicly opened and read aloud at 2:00 p.m., Wednesday, March 21, 2018, in the Sarpy County Administration Conference Room, at the above address.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476 voice, or bgarber@sarpy.com. The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor infirmities.

Deb Houghtaling
Sarpy County Clerk

Printer's Fee $28.12
Customer Number: 210291
Order Number: 0002083509