

11/12/21 12:28:48  
WV Purchasing Division

**State of West Virginia**  
**Buyer: John Estep**  
**Solicitation No. DOT 220000069**  
**Calcium Magnesium Acetate and a Pre-Wetting Agent**  
**Opens 11/16/2021 @ 1:30 PM Eastern**



**Vendor:**  
**Nachurs Alpine Solutions, LLC**  
**421 Leader St.**  
**Marion, OH 43302**





421 Leader Street • Marion, Ohio 43302  
[ P ] 800.622.4877 [ F ] 740.223.3874

[www.nasi-tm.com](http://www.nasi-tm.com)  
[twitter.com/NASIndustrial](https://twitter.com/NASIndustrial)

John Estep, Buyer  
Purchasing Division  
2019 Washington St. East  
Charleston, WV 25305-0130

RE: CRFQ Solicitation No. DOT 220000069  
Calcium Magnesium Acetate & Low Corrosive Pre-wetting Agent

November 9, 2021

Dear Mr. Estep,

Noting that **NO ADDENDUM has been posted as of 9-November 2021**. If addendum is posted after this date, signed addendum form will be submitted apart from this package.

Best regards,

*Karen Engelbrecht*

Sales Manager  
Office phone: 352-593-4447  
Cell phone: 312-316-0866  
Email: [Kengelbrecht@NASI-TM.com](mailto:Kengelbrecht@NASI-TM.com)

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: November 4, 2021 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Email: john.w.estep@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

SEALED BID:	Calcium Magnesium Acetate & Low Corrosive Pre-Wetting Agent
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000069
BID OPENING DATE:	November 16, 2021
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

Revised 07/01/2021

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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

**Bid Opening Date and Time:** November 16, 2021 @ 1:30pm

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

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.





421 Leader Street • Marion, Ohio 43302  
[ P ] 800.622.4877 [ F ] 740.223.3874

www.nasi-tm.com  
twitter.com/NASIndustrial

John Estep, Buyer  
Purchasing Division  
2019 Washington St. East  
Charleston, WV 25305-0130

RE: CRFQ Solicitation No. DOT 220000069  
Calcium Magnesium Acetate & Low Corrosive Pre-wetting Agent

November 8, 2021

Dear Mr. Estep,

Thank you for this opportunity to bid our deicing products for the New River Gorge Bridge.

We are proposing the incumbent product, our NASi SF, solid sodium formate to use as "CMA" (Item 1), as an equal (or better) to the required specifications. More information is included as required per Section 3.4, Under Specification, to include our specifications, industry literature, and a comparative table demonstrating the equality (or better) of CMA.

Notable points for mention include:

- **WVDOT has used this product successfully since last contract from 2018. Michael Harper, APD Supervisor, said that it lays down better than the round pellets and with it, we don't really need to pre-wet it with the liquid. Incidentally, no liquid was purchased during the term of the last contract, saving WVDOT money.**
- NASi SF density is slightly higher than CMA, and with the irregular shaped granule, likelihood of blowing in the wind is reduced. CMA is, on average 44.95 lb/cu.ft. SF is, on average, 62.4 lbs/cu.ft. That's 32% heavier.
- The effective freeze temperature of NASi SF is significantly lower than CMA.
- SF has been used on Pena Blvd at Denver airport.
- SF has been used on roadways surrounding Dulles airport.
- SF has been used at Denison Parking in Indianapolis.
- Some states have banned the use of products containing magnesium, i.e., it is not allowed in Illinois and there is a moratorium on its usage. As well, Illinois does not recommend CMA on concrete as an alternate product to sodium chloride. <http://www.idot.illinois.gov/Assets/uploads/files/Transportation-System/Research/Pavement-Technology-Advisories/Design-Construction-and-Materials-SeriesNew-Folder/PTAD8.pdf>

We are also bidding our RF-11, 50% potassium acetate liquid pre-wetting agent (Item 2) as per the exact specifications in the RFQ.

Nachurs Alpine Solutions, LLC is a leading North American manufacturer of specialty runway and transportation-related deicers. Our 6 plants produce deicer products. Overlaying our plant footprint is an extensive transcontinental rail, terminal, and trucking network to ensure prompt 24/7 customer service and quick deliveries.

Best regards,

*Karen Engelbrecht*

Sales Manager

Office phone: 352-593-4447

Cell phone: 312-316-0866

Email: [Kengelbrecht@NASI-TM.com](mailto:Kengelbrecht@NASI-TM.com)



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS  
DIRECTOR

## State of West Virginia Bid Opportunity

<b>Solicitation Type</b>	CRFQ
<b>Solicitation No.</b>	DOT2200000069
<b>Description:</b>	Calcium Magnesium Acetate & Low Corrosive Pre-wetting Agent
<b>Mandatory Bid Conference:</b>	N/A
<b>Deadline for Q&amp;A:</b>	11/04/2021 at 10:00 AM EST
<b>Bid Closing Date and Time:</b>	11/16/2021 at 1:30 PM EST

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit [www.wvOASIS.gov](http://www.wvOASIS.gov), and click on the Vendor Self Service (VSS) Portal. At the welcome screen of the *State of West Virginia Vendor and Sub Recipient Self Service* screen and under "What would you like to do?" click on "View Published Solicitations". You may view all bid opportunities, or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and are also available at this location.

Additional information may be accessed by clicking on the "Solicitation Number" and by clicking the "Attachments" tab to view/download available attachments.

*State of West Virginia Vendor and Sub Recipient Self Service Bulletin* lists all bid opportunities more than \$10,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods which may include electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic email.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html).

West Virginia Purchasing Division  
[WVPurchasing.gov](http://WVPurchasing.gov)



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

State of West Virginia  
 Centralized Request for Quote  
 Chemicals

<b>Proc Folder:</b> 949003			<b>Reason for Modification:</b>
<b>Doc Description:</b> Calcium Magnesium Acetate & Low Corrosive Pre-Wetting Agent			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-10-28	2021-11-16 13:30	CRFQ 0803 DOT2200000069	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VC0000088375  
**Vendor Name :** Nachurs Alpine Solutions, LLC  
**Address :** 421 Leader St., Marion, Ohio 43302  
**Street :** 421 Leader St.  
**City :** Marion  
**State :** Ohio **Country :** Marion **Zip :** 43302  
**Principal Contact :** Karen Engelbrecht  
**Vendor Contact Phone:** 352-593-4447 ofc or 312-316-0866 cell **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 47-5203608 **DATE** November 8, 2021  
 John Grega, Chief Financial Officer

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids to establish an open-end contract for Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent to be used by the West Virginia Division of Highways on the New River Gorge Bridge. Per the Bid Requirements, Specification, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Calcium Magnesium Acetate	0.00000	TON	\$0.815/lb	\$1630.00/ton

2000 lbs/standard ton

Comm Code	Manufacturer	Specification	Model #
47131823	Nachurs Alpine Solutions, LLC	Nasi-SF, sodium formate solid granules	

**Extended Description:**

Calcium Magnesium Acetate

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Pre-Wetting Agent, No-Chlorides	0.00000	GL	\$8.67/gallon	

totes are 275 gallons each

Comm Code	Manufacturer	Specification	Model #
47131823	Nachurs Alpine Solutions, LLC	Alpine Ice Melt, 50% potassium acetate liquid	

**Extended Description:**

Pre-Wetting Agent, No-Chlorides

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2021-11-04

	Document Phase	Document Description	Page
POT2200000069	Final	Calcium Magnesium Acetate & Low Corrosive Pre-Wetting Agent	3 \$0.815/lb= \$1630/ std. ton \$8.67/gallon

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Calcium Magnesium Acetate with Low Corrosive Pre-Wetting Agent**  
**ATTACHMENT A PRICING PAGE (ATT A)**

**Vendors Name:** Nachurs Alpine Solutions, LLC

**VENDOR INSTRUCTIONS:** Vendor shall provide their bid prices below for the Contract Items for which they are bidding. Vendors may bid any or all Contract Items. Contract(s) shall be awarded to the lowest bidding Vendor, per Contract Item. Vendor shall factor delivery expenses into their bid price. Delivery shall be F.O.B. destination to the following address:

**WVDOH District 9, Fayette County Headquarters**  
**3121 East Main Street**  
**Oak Hill, WV 25901**

<b>Contract Item</b>	<b>Description</b>	<b>Estimated Qty*</b>	<b>Unit of Measure</b>	<b>Cost Per Unit of Measure</b>
A	Calcium Magnesium Acetate	60	Tons	\$1630.00/standard ton
B	Pre-Wetting Agent, No-Chlorides	1000	Gallons	\$8.67/gallon

Note: Our totes contain 275-gallons each. Standard ton = 2000 lbs.

\*Quantities listed on these Pricing Pages, ATT A, are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ Upon Award and the initial contract term extends until \_\_\_\_\_ One (1) Year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached \_\_\_\_\_  
Revised 07/01/2021



**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- State of WV must be listed as additional Insured on Insurance Certificate.**  
Certificate holder should read as follows:

**State of WV**  
1900 Kanawha Blvd. E., Bldg 5  
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Revised 07/01/2021

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

Karen Engelbrecht  
(Name, Title)  
Karen Engelbrecht, Sales Mgr.  
(Printed Name and Title)  
421 Leader St., Marion, Ohio 43302  
(Address)  
352-593-4447 ofc or 312-316-0866 cell  
(Phone Number) / (Fax Number)  
KEngelbrecht@NASi-tm.com  
(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Nachurs Alpine Solutions, LLC  
(Company)

X   
(Authorized Signature) (Representative Name, Title)

John Grega, Chief Financial Officer  
(Printed Name and Title of Authorized Representative)

November 8, 2021  
(Date)

800-622-4877 x226  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish an open-end contract for Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent to be used by the West Virginia Division of Highways on the New River Gorge Bridge.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Arm’s Length Transaction”** - A transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.
  - 2.2 **“CMA”** - Calcium Magnesium Acetate.
  - 2.3 **“cP” or “Centipoise”** - The unit of measure for dynamic viscosity.
  - 2.4 **“Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
  - 2.5 **“Contractor” or “Vendor”** – Interchangeable term used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  - 2.6 **“F.O.B Destination” and “Free-on-Board Destination”** – Interchangeable terms meaning a Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.
  - 2.7 **“Pricing Pages”** - The schedule of prices attached hereto as Attachment A (ATT A) which will be used to evaluate the Solicitation responses.
  - 2.8 **“Solicitation”** – The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Purchasing Division.

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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**2.9 “Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

**2.10 “WVDOH” or “Agency”**– West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

**3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B) Standard Specifications Order Form**. The completed form should be submitted by email to [DOTSpecifications@wv.gov](mailto:DOTSpecifications@wv.gov) or mailed to:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

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

**3.2 Mandatory Items to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor’s License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of the Vendor's bid response.

**3.3 Sampling and Testing:**

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

West Virginia Division of Highways  
Materials Control, Soils and Testing Division  
190 Dry Branch Road  
Charleston, WV 25306

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

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

**3.4.1 Calcium Magnesium Acetate (CMA) shall conform to the following product specifications and shall be delivered in bulk.**

Composition: A nominal (3:7 Ca to Mg molar ratio) CMA of this analysis:

CMA	91% Minimum
Water (Free and Hydration)	5% Maximum
Water-Insoluble Material	4% Maximum

Particle Size:	Sieve 4 90% minimum Sieve 14 10% Maximum
Particle Shape:	Hard, Angular, Asymmetrical Granules
Specific Gravity:	Minimum 1.2
Bulk Density:	40 lb/ft <sup>3</sup> to 44 lb/ft <sup>3</sup>
Residual Base:	Maximum 0.4 meg base/gm sample
Product pH:	pH 8 to 10 in a 10% solution

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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**3.4.2 Low Corrosive Pre-Wetting Agent/No Chlorides**

Density:	At 68° F. 10.7 lbs/gallon
Viscosity:	At 68°F. 10 cP maximum At 32°F. 20 cP maximum
Freezing Point:	-76°F
Typical pH:	11.0+/-0.5
Specific Gravity:	At 68°F. 1.25-1.30
Container Size:	265-gallon tote

**The vendor shall provide bid product label/documentation with their bid for each item bid. WVDOH will evaluate each item on equivalency of bid product to determine if the bid product meets the required specifications.**

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract will be awarded to the Vendor that provides the lowest Unit Cost, per Ton, for Contract Item A and to the Vendor that provides the lowest Unit Cost, per Gallon, for Contract Item B, which could result in multiple vendors being awarded with a contract
- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor should complete the Pricing Pages by providing a bid price on each item they choose to bid. Vendors may bid any or all contract items on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

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

Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov).

- 4.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and



**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items on this contract, available for the WVDOH and by the West Virginia Parkways Authority, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 4.5 Price Adjustments:** In the event of a significant price increase of component material or rental equipment, if applicable, utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.
- 4.5.1** A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.
- 4.5.2** Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 4.5.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

REQUEST FOR QUOTATION  
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

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- 4.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 4.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.5.7 Vendor documentation for price adjustments shall be submitted to [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) for initial review.
- 4.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective.

**5. ORDERING AND PAYMENT:**

- 5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.

REQUEST FOR QUOTATION  
Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent

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- 5.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 6.2 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed at the time of order. Vendor shall deliver emergency orders within an established acceptable time frame, agreed upon by the WVDOH and the vendor, after orders are received. Vendor shall ship all orders in accordance with the established delivery date and shall not hold orders until a minimum delivery quantity is met.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.5 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
  - 7.2.1** Immediate cancellation of the Contract.
  - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

**REQUEST FOR QUOTATION**  
**Calcium Magnesium Acetate and Low Corrosive Pre-Wetting Agent**

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- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Karen Engelbrecht

**Telephone Number:** 352-593-4447 ofc or 312-316-0866 cell

**Fax Number:** 740-223-3874

**Email Address:** KEngelbrecht@NASi-tm.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Nachurs Alpine Solutions, LLC

Authorized Signature: X

  
John Grega, Chief Financial Officer

Date: November 8, 2021

State of Ohio

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 8th day of November, 2021.

My Commission expires Dec 6, 2025

AFFIX SEAL HERE



**JENNIFER L. ADAMS**  
Notary Public, State of Ohio  
My Commission Expires  
December 6, 2025

NOTARY PUBLIC

Jennifer Adams

  
Purchasing Affidavit (Revised 01/19/2018)





## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

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

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

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

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

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: Nachurs Alpine Solutions, LLC Address: 421 Leader St., Marion, OH 43302

Name of Authorized Agent: John Grega, CFO Address: 421 Leader St., Marion, OH 43302

Contract Number: DOT220000069 Contract Description: Calcium Magnesium Acetate & Low Corros.

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: November 8, 2021

**Notary Verification**

State of Ohio, County of Marion:

I, John Grega, CFO, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 8th day of November, 2021.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



JENNIFER L. ADAMS  
Notary Public, State of Ohio  
My Commission Expires  
December 6, 2025 Revised June 8, 2018

## CMA vs. sodium formate solid deicer

Properties		CMA*	NASi SF
Composition	Active ingredient	96% minimum calcium magnesium acetate	98% sodium formate minimum
	Inert material, plus corrosion inhibitor	4% maximum	<2%
Appearance	granules or round balls	Typically round pellets	granules, not round
Particle size	Sieve 4 / 14	90% / 10%	particle size 2 - 6 mm
Bulk density	g/cm <sup>3</sup>	0.65 - 0.79	0.90 - 1.0
pH	Diluted, 10%	8 - 10	9 - 11
Odor	per SDS	Vinegar odor	Odorless
Performance	Effective to (eutectic/freeze point)	similar to salt, about 20°F	0°F
	Prevents bonding of snow/ice to pavement	yes	yes
Corrosion inhibition	Aluminum, Weight loss after total immersion in 15% water solution	no test data given	<0.05 mg/cm <sup>2</sup> /24hrs
	Magnesium, dichromate, Weight loss after total immersion in 15% water solution	no test data given	<0.1 mg/cm <sup>2</sup> /24hrs
	Titanium, Weight loss after total immersion in 15% water solution	no test data given	<0.05 mg/cm <sup>2</sup> /24hrs
	Carbon Steel, Weight loss after total immersion in 15% water solution	no test data given	<0.05 mg/cm <sup>2</sup> /24hrs
	Concrete scaling, 50 freeze/thaw cycles, ASTM C-672, 25% solid deicer soln. in H <sub>2</sub> O	no test data given	rating 1, passes
Environment	Aquatic Toxicity, Daphnia Magna, 48 hours	>1000 mg/L	3000 mg/L
	Aquatic Toxicity, Fathead Minnow, 96 hours	no test data given	3375 mg/L
	BOD, kg oxygen/kg solid	20 day, 10°C = 0.67	5 day, 20°C = 0.20
	TOD/COD, mg O <sub>2</sub> /kg solid	no test data given	0.25
	No nitrogen or chlorides	correct	correct
Application**	Grams per square meter	20 - 40	20 - 40
Contractor	Warranty	none	3 years as packaged
	Quality Assurance	ISO9000:2008	ISO9001:2015 and NACD

\* based on information from <https://www.peterschemical.com/calcium-magnesium-acetate/>, and linked MSDS and spec sheet.

\*\* Application rates are only meant as a recommendation. Every snow/ice occurrence is different so rates will vary, depending on situation. Rate guide available upon request.

Table prepared by Karen Engelbrecht, NAS, LLC 12/11/19



421 Leader Street • Marion, Ohio 43302  
[ P ] 800.622.4877 [ F ] 740.223.3874

www.nasi-tm.com  
twitter.com/NASIndustrial

## REFERENCE LIST OF CURRENT NASI-SF USERS confidential

**Michael Harper, APD Supervisor**  
3121 Main St.  
Oak Hill, WV 2590  
304-663-7035

Tim Bolinger  
Denison Parking  
Indianapolis, IN 46204  
317-638-5840  
[TBolinger@denisonparking.com](mailto:TBolinger@denisonparking.com)

Chris Pasquini, Asst. Maintenance Mgr., Ph. (518) 242-2379  
Email: [cpasquini@albanyairport.com](mailto:cpasquini@albanyairport.com)  
Albany International  
737 Albany Shaker Road  
Albany, NY 12211

Jay Ball, Director of Facilities & Grounds, Ph. (540) 362-1999, ext. 277  
Email: [JayB@flyroa.com](mailto:JayB@flyroa.com)  
Roanoke Regional Airport Commission  
5202 Aviation Drive  
Roanoke, VA 24012

Irene Seyler, Ph. (814) 833-5258  
Email: [iseyler@erieairport.org](mailto:iseyler@erieairport.org)  
Erie International Airport  
Tom Ridge Field  
4411 West 12th Street  
Erie, PA 16505-0393

Zaramie Lindseth, Airfield Maintenance Manager, Ph. (907) 266-2427  
Email: [zaramie.lindseth@alaska.gov](mailto:zaramie.lindseth@alaska.gov)  
Ted Stevens International Airport  
5740 DeHarland Ave.  
Anchorage, AK 99502

The following uses IceShield (a CMA-containing coated salt product) deicer for DOT – type accounts.

Earl Hudson Ph (757) 385-2069  
City of Virginia Beach  
Parks & Recreation  
4141 Dam Neck Rd.  
Virginia Beach, VA 23456





# NASi<sup>TM</sup>

## SF

**NASi SF<sup>TM</sup>** (Sodium Formate) is an advanced, non-chloride granulated solid that meets the latest edition of SAE AMS1431E. It is especially effective in applications sensitive to corrosion and chloride salt accumulation. Because it is a formate, it also helps to reduce the environmental impact compared to acetate and chloride-based deicers. Use on parking decks, stadiums, institution grounds, parks, bridges, and other chloride sensitive areas.

### TYPICAL PROPERTIES

Active Ingredients	98% min
pH, 10% Solution	9.5-11
Specific Gravity @ 68°F (20°C)	0.9-0.95
Bulk Weight	59.3 lbs/ft <sup>3</sup>
Appearance	white crystalline solid
Odor	very slight
Water Miscibility	81 g pr 100 ml @ 20°C
Freezing Point	-8°F (-22°C)
BOD (5 day), kg O <sub>2</sub> /g of fluid @ 68°F (20°C)	0.20
COD kg O <sub>2</sub> /g of fluid @ 68°F (20°C)	0.25
Flash Point °F	>200



\*\*INFORMATIONAL ONLY

THE  
**SCIENCE**  
OF  
**DE-ICING**

421 Leader Street  
Marion, Ohio 43302

[ P ] 800.622.4877  
[ F ] 740.223.3874

[www.nasi-tm.com](http://www.nasi-tm.com)  
[nasi\\_cs@nasindustrial.com](mailto:nasi_cs@nasindustrial.com)

 [twitter.com/  
NASindustrial](https://twitter.com/NASindustrial)

THE INFORMATION SET FORTH IN THIS BROCHURE IS BELIEVED TO BE ACCURATE AS OF THE PRESENT DATE. SINCE THE ACTUAL USE BY OTHERS IS BEYOND OUR CONTROL, IT IS THE PURCHASER'S/USER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR THEIR OWN USE AND PURPOSE. NACHURS ALPINE SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED, IMPLIED OR FITNESS FOR A PARTICULAR PURPOSE. NACHURS ALPINE SOLUTIONS NEITHER ASSUMES RESPONSIBILITY REGARDING THE ACCURACY OR SUITABILITY OF SUCH INFORMATION OR PRODUCT FOR APPLICATION TO PURCHASER'S INTENDED USE OR PURPOSE NOR FOR THE CONSEQUENCES OF ITS USE. NO SUGGESTIONS FOR USE ARE INTENDED, AND NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO INFRINGE ANY EXISTING PATENTS OR TO VIOLATE ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.



## SAFETY DATA SHEET

Product #: See Section 1

Name of Product:  
**NASi SF**

New Issue: May 27, 2016

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### SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

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PRODUCT NAME: **NASi SF**  
SYNONYMS: Formic acid sodium salt  
PRODUCT CODES:

COMPANY IDENTIFICATION: NACHURS ALPINE SOLUTIONS

CORPORATE ADDRESS: 421 Leader Street, Marion, OH43302, United States

PHONE: 800-622-4877 (USA)  
800-265-2268 (CANADA)

EMERGENCY PHONE: United States: Chemtrec: 800-424-9300 (CCN 15189)  
Canada: CANUTEC: 1-613-996-6666  
I TECH: 1-877-324-4402

CHEMICAL NAME: Sodium Formate  
CHEMICAL FAMILY: Formic Acid, Sodium Salt  
CHEMICAL FORMULA: HCOONa

PRODUCT USE: Solid Deicer

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### SECTION 2: HAZARDS IDENTIFICATION

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GHS ELEMENTS:

Hazard Classification: Skin Irritation (Category 3).  
Eye Irritation (Category 2B).  
Acute Toxicity – Inhalation (Category 5).

Pictogram: None Required.

Signal Word: Warning

Hazard Statements: Causes mild skin irritation.  
Causes eye irritation.  
May be harmful if inhaled.

Precautionary Statements: Use only outdoors or in a well ventilated area. Avoid breathing dust.  
Wash skin thoroughly after handling. Wear protective gloves, clothing, eye and face protection.  
If swallowed, rinse mouth. Do NOT induce vomiting.  
If on hair or skin, remove all contaminated clothing and rinse skin with water.  
If inhaled, remove victim to fresh air and keep at rest in a position comfortable for breathing.  
If in eyes, rinse carefully with water for several minutes. Remove contactlenses, if able and continue rinsing.  
Immediately call a poison center or doctor/physician. See First Aid instruction for specific treatment.  
If skin irritation occurs, get medical attention.  
If eye irritation persists, get medical attention.  
If you feel unwell, call a poison center or doctor/physician.  
Wash contaminated clothing before reuse.  
Absorb spillage to prevent material damage.

POTENTIAL HEALTH EFFECTS

EYES: May cause irritation.  
SKIN: May cause irritation.  
INGESTION: May cause irritation.  
INHALATION: May cause irritation. Do not inhale dust.

ACUTE HEALTH HAZARDS: N/A

CHRONIC HEALTH HAZARDS: N/A

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **NASi SF**

New Issue: May 27, 2016

OTHER: 0

## HMIS HAZARD CLASSIFICATION

HEALTH: 1  
FLAMMABILITY: 0  
REACTIVITY: 0  
PROTECTION: B

EXTINGUISHING MEDIA: Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

SPECIAL FIRE FIGHTING PROCEDURES: Use self-contained breathing apparatus and full protective clothing.

UNUSUAL FIRE AND EXPLOSION HAZARDS: None.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides, Sodium/sodium oxides

---

## SECTION 6: ACCIDENTAL RELEASE MEASURES

---

ACCIDENTAL RELEASE MEASURES: Before handling any spills, always observe the safety precautions described in Section 8. Spills can be removed in the dry form with suitable equipment or flushed away with large quantities of water.

---

## SECTION 7: HANDLING AND STORAGE

---

HANDLING AND STORAGE: Hygroscopic. Store in a cool dry, well-ventilated area in tightly closed containers. Keep away from acids.

OTHER PRECAUTIONS: N/A

---

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

---

ENGINEERING CONTROLS: Keep container tightly closed and protect from moisture. Use ventilation that is adequate to keep employee exposure to airborne dust limited.

VENTILATION: Use ventilation that is adequate to keep employee exposure to airborne dust limited. A dust mask is recommended when handling large quantities in small confined non-ventilated area.

RESPIRATORY PROTECTION: Respiratory protection is not required under normal circumstances. If material is misted, use appropriate NIOSH approved respirator or self-contained breathing apparatus.

EYE PROTECTION: Coverall Chemical splash goggles and full face shield.

SKIN PROTECTION: Rubber or plastic gloves.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

WORK HYGIENIC PRACTICES: Always follow good safety and industrial hygienic practices.

EXPOSURE GUIDELINES: See section 2.

---

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

---

APPEARANCE: white granules

ODOR: slight specific odor.

ODOR THRESHOLD: No data available.

PHYSICAL STATE: Solid/crystalline granular

pH: 10.0-12.0 (10% solution)

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **NASi SF**

New Issue: May 27, 2016

carbon monoxide and carbon dioxide.

HAZARDOUS POLYMERIZATION: Will not occur.

CONDITIONS TO AVOID (POLYMERIZATION): N/A

## SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION: Acute oral toxicity LD50: >2000 mg/kg (rats).IE  
Acute inhalation toxicity LC50: >680 mg/m<sup>3</sup> (dust, rats, 4 hrs.).  
LC0: >680 mg/m<sup>3</sup> (dust, rats, 4 hrs). No mortality during 14 day observation.  
Skin irritation: nonirritant (Rabbits).  
Eye irritation: nonirritant (Rabbits).

## SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: Biological elimination: >90% (Static test, 7 days) DIN 38 412-L25) Toxicity to bacteria ECo:> 10000 (OECD 209, after 3 hours)  
Chemical oxygen demand COD: - 211 mg oxygen/g. (DIN 38409-H41) Daphnia acute toxicity ECo: 3.3 g/l (24h); 3.2 g/l (48h)  
EC50: 4.8 g/l (24h); 4.4 g/l (48h)  
Fish Toxicity LC50: 1000 mg/l (96 h, Zebra fish, OECD 203)

## SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: Reclaim and reuse as much as possible. Dispose in accordance with all federal, state, and local regulations.

RCRA HAZARD CLASS: N/A

## SECTION 14: TRANSPORT INFORMATION

### U.S. DEPARTMENT OF TRANSPORTATION:

PROPER SHIPPING NAME: NASi SF (Sodium Formate)  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENT: N/A

### WATER TRANSPORTATION:

PROPER SHIPPING NAME: NASi SF (Sodium Formate)  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENTS: N/A

### AIR TRANSPORTATION:

PROPER SHIPPING NAME: NASi SF (Sodium Formate)  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENTS: N/A

## SECTION 15: REGULATORY INFORMATION

### U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT): Yes

CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT): No





# ALPINE<sup>®</sup> ICE-MELT

Alpine Ice-Melt<sup>®</sup>, a 50% w/w **potassium acetate** solution, is an environmentally safe and effective alternative to chlorides. It is friendlier to corrosion sensitive infrastructures such as bridges and parking decks, and is effective in the most extreme winter conditions. Alpine Ice-Melt<sup>®</sup> is listed as a Pacific Northwest Snowfighters (PNS) qualified product with an exceptional corrosion % rate effectiveness. Alpine Ice-Melt<sup>®</sup> is actively applied to bridges by various DOTs.

## TYPICAL PROPERTIES

Active Ingredients	50% wt materials
pH, as is	9.5-10.5
Specific Gravity @ 68°F (20°C)	1.27-1.30
Density, lbs/gal @ 68°F (20°C)	10.58-10.83
Appearance	clear, nearly colorless liquid
Odor	mild, characteristic
Water Miscibility	complete
Freezing Point	-72°F (-58°C)
Effective to	-25°F (-32°C)
BOD (5 day), g O <sub>2</sub> /g of fluid @ 68°F (20°C)	0.25
COD g O <sub>2</sub> /g of fluid @ 68°F (20°C)	0.35
Flash Point	non-flammable, no flash at 100°C (212°F)

Temperature °C	Viscosity cPs (centipoise)
20	5.5
10	7.0
0	11.4
-10	29.3
-20	35.9
-30	74.4
-40	184.5



\*\*INFORMATIONAL ONLY

THE  
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OF  
**DE-ICING**

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THE INFORMATION SET FORTH IN THIS BROCHURE IS BELIEVED TO BE ACCURATE AS OF THE PRESENT DATE. SINCE THE ACTUAL USE BY OTHERS IS BEYOND OUR CONTROL, IT IS THE PURCHASER'S USER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR THEIR OWN USE AND PURPOSE. NACHURS ALPINE SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED, IMPLIED OR FITNESS FOR A PARTICULAR PURPOSE. NACHURS ALPINE SOLUTIONS NEITHER ASSUMES RESPONSIBILITY REGARDING THE ACCURACY OR SUITABILITY OF SUCH INFORMATION OR PRODUCT FOR APPLICATION TO PURCHASER'S INTENDED USE OR PURPOSE, NOR FOR THE CONSEQUENCES OF ITS USE. NO SUGGESTIONS FOR USE ARE INTENDED, AND NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO INFRINGE ANY EXISTING PATENTS OR TO VIOLATE ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.

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# Alpine Ice Melt

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Revision Date: 12/04/2020

Date of Issue: 05/03/2018

Version: 2.1

### SECTION 1: IDENTIFICATION

#### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** Alpine Ice Melt

**Product Number:** I000008, I000037, I000102, F000138, F000273, F000277, F000278, F000318

#### 1.2. Intended Use of the Product

Deicer.

#### 1.3. Name, Address, and Telephone of the Responsible Party

##### Company

Nachurs Alpine Solutions

421 Leader St.

Marion, OH 43302

740-382-5701

#### 1.4. Emergency Telephone Number

**Emergency Number** : CHEMTREC: 1-800-424-9300 (USA)

CANUTEC: 1-613-996-6666 (CANADA)

QM: 1-887-387-7745 (CANADA)

### SECTION 2: HAZARDS IDENTIFICATION

#### 2.1. Classification of the Substance or Mixture

##### GHS-US/CA Classification

Not classified

#### 2.2. Label Elements

##### GHS-US/CA Labeling

No labeling applicable

#### 2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

#### 2.4. Unknown Acute Toxicity (GHS-US/CA)

No data available

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

#### 3.1. Substance

Not applicable

#### 3.2. Mixture

Name	Product Identifier	% *	GHS Ingredient Classification
Potassium acetate	(CAS-No.) 127-08-2	45 - 55	Not classified
Water	(CAS-No.) 7732-18-5	45 - 55	Not classified
Corrosion inhibitor	(CAS-No.) Proprietary	< 1	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318 Aquatic Acute 3, H402 Aquatic Chronic 3, H412

Full text of H-phrases: see section 16

\*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

### SECTION 4: FIRST AID MEASURES

#### 4.1. Description of First-aid Measures

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

# Alpine Ice Melt

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

### SECTION 7: HANDLING AND STORAGE

#### 7.1. Precautions for Safe Handling

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.

#### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

**Incompatible Materials:** Strong acids, strong bases, strong oxidizers.

#### 7.3. Specific End Use(s)

Deicer.

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

#### 8.2. Exposure Controls

**Appropriate Engineering Controls:** Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles.



**Materials for Protective Clothing:** Chemically resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye and Face Protection:** Chemical safety goggles.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

**Other Information:** When using, do not eat, drink or smoke.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

#### 9.1. Information on Basic Physical and Chemical Properties

<b>Physical State</b>	: Liquid
<b>Appearance</b>	: Clear to Nearly Colorless
<b>Odor</b>	: Characteristic, Slight Acetic
<b>Odor Threshold</b>	: Not available
<b>pH</b>	: 9.5 - 10.5
<b>Evaporation Rate</b>	: Not available
<b>Melting Point</b>	: Not available
<b>Freezing Point</b>	: Not available
<b>Boiling Point</b>	: Not available
<b>Flash Point</b>	: > 100 °C (> 212 °F)
<b>Auto-ignition Temperature</b>	: Not available
<b>Decomposition Temperature</b>	: Not available
<b>Flammability (solid, gas)</b>	: Not applicable
<b>Lower Flammable Limit</b>	: Not available



# Alpine Ice Melt

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

<b>Bioaccumulative Potential</b>	Not established.
<b>Potassium acetate (127-08-2)</b>	
<b>BCF Fish 1</b>	(no bioaccumulation expected)

### 12.4. Mobility in Soil

Not available

### 12.5. Other Adverse Effects

Other Information: Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

**Ecology - Waste Materials:** Avoid release to the environment.

## SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

- 14.1. In Accordance with DOT Not regulated for transport
- 14.2. In Accordance with IMDG Not regulated for transport
- 14.3. In Accordance with IATA Not regulated for transport
- 14.4. In Accordance with TDG Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1. US Federal Regulations

<b>Water (7732-18-5)</b>
Listed on the United States TSCA (Toxic Substances Control Act) inventory
<b>Potassium acetate (127-08-2)</b>
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. **US State Regulations** Neither this product nor its chemical components appear on any US state lists, or its chemical components are not required to be disclosed

### 15.3. Canadian Regulations

<b>Water (7732-18-5)</b>
Listed on the Canadian DSL (Domestic Substances List)
<b>Potassium acetate (127-08-2)</b>
Listed on the Canadian DSL (Domestic Substances List)

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Date of Preparation or Latest Revision** : 12/04/2020

**Revision**

**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

### GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H402	Harmful to aquatic life
H412	Harmful to aquatic life with long lasting effects



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NASi Potassium Acetate (Alpine RF-11) Airport References

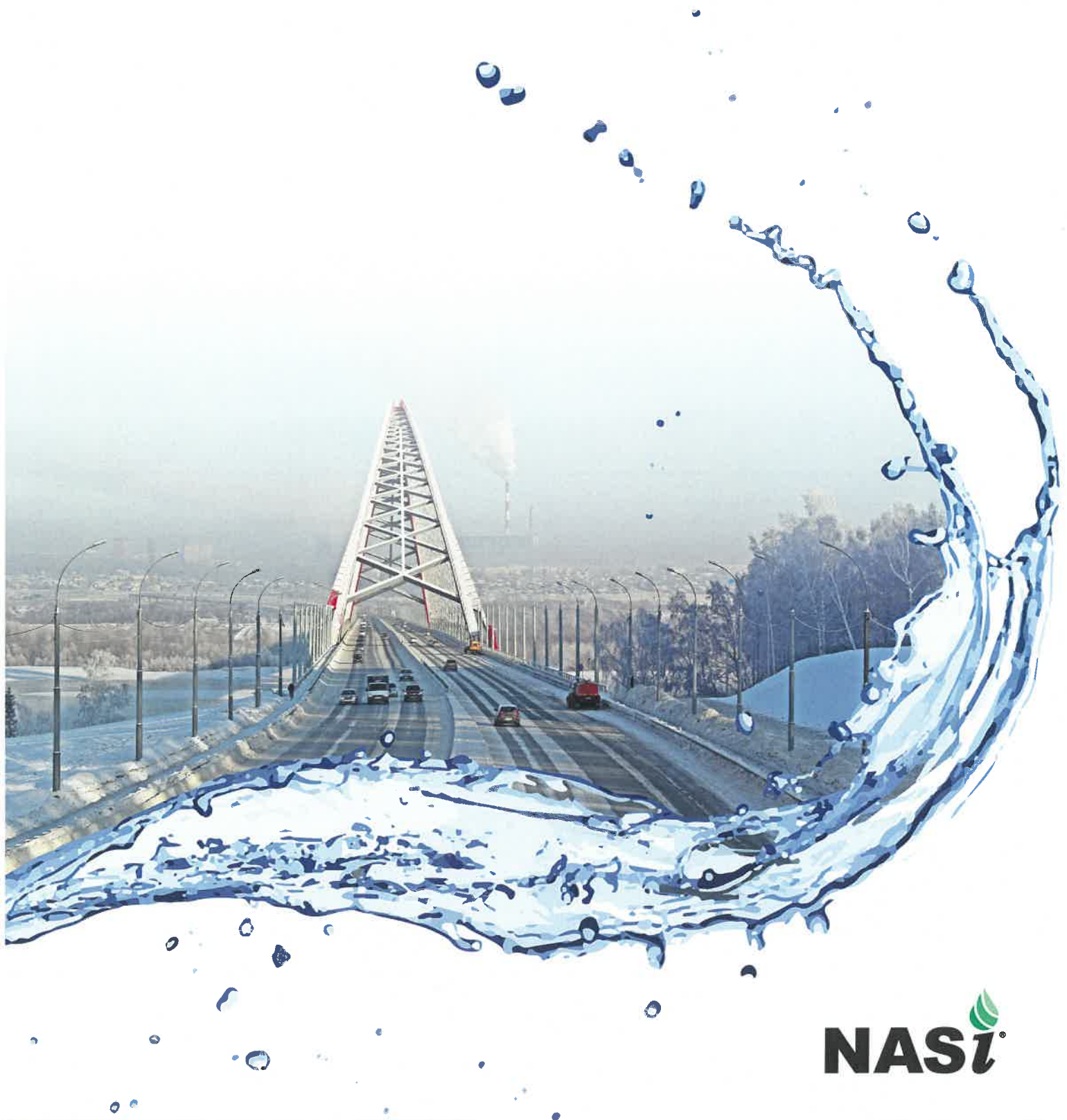
Location & Contact	Estimated Annual Quantity
Mr. David Hebert, DOT (907) 474-2503 Email: <a href="mailto:dave.hebert@alaska.gov">dave.hebert@alaska.gov</a> State of Alaska (All State of AK Airports) Fairbanks International Airport 6450 Airport Way # 7, Fairbanks, AK 99709	30,000 gallons
Jim Moorhead, Supervisor Field Maintenance, (412) 472-5658 E-mail: <a href="mailto:jmoorhead@flypittsburgh.com">jmoorhead@flypittsburgh.com</a> Pittsburgh International Airport Landside Terminal, 4th Floor Mezzanine P.O. Box 12370. Pittsburgh, PA 15231-0370	250,000 gallons
Matthew Gabbert, Sr. Manager, (Airfield Maintenance), (859) 767-3191 Email: <a href="mailto:MGabbert@cvgairport.com">MGabbert@cvgairport.com</a> Cincinnati/ Northern Kentucky International Airport P.O. Box 752000, Cincinnati, OH 45275-2000	150,000 gallons
Terry Yetter, Field Maintenance, (410) 859-7837 Email: <a href="mailto:tyetter@bwiairport.com">tyetter@bwiairport.com</a> BWI Airport 7005 Aviation Blvd., Glen Burnie, MD 21061	100,000 gallons
Erin Henderson, Mgr., Procurement & Contracts (540) 362-1999, ext. 283 Email: <a href="mailto:erin.henderson@flyroa.com">erin.henderson@flyroa.com</a> Jay Ball, Director of Facilities & Grounds (540) 362-1999, ext. 277 Email: <a href="mailto:jay.ball@flyroa.com">jay.ball@flyroa.com</a> Roanoke Regional Airport Commission Department of Finance and Administration, Roanoke, VA	10,500 gallons
Chad Huskins, Airfield Maintenance Manager, (704) 359-4024 Email: <a href="mailto:jchuskins@charlotteairport.com">jchuskins@charlotteairport.com</a> The City of Charlotte/Mecklenburg County Charlotte Douglas International Airport 5601 Wilkinson Boulevard, Charlotte, NC 28208	31,000 gallons
Devin O'Rourke, Office: (734) 247-7129, Cell: (734) 718-2767 Email: <a href="mailto:devin.orourke@wcaa.us">devin.orourke@wcaa.us</a> Wayne County Airport Authority Detroit Metro Airport Field Maintenance - Building #703, Detroit, MI 48242	800,000 gallons

# THE SCIENCE OF DE-ICING®

PREMIUM NON-CHLORIDE LIQUID AND SOLID ANTI-ICERS AND DE-ICERS

  
**ALPINE**®  
ICE-MELT

  
**NASi**™  
SF



**NASi** 





Belle Plaine, Saskatchewan Canada



Corydon, Indiana USA



Marion, Ohio USA



New Hamburg, Ontario Canada



Red Oak, Iowa USA



St. Gabriel, Louisiana USA

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Solid Storage & Handling  
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Nachurs Alpine Solutions® (NAS) is a North American specialty chemical manufacturer. Since 1946 we have built our business on quality, integrity, and innovation. We formulate, market, and distribute products through six strategically positioned manufacturing sites, along with geographically dispersed product depots that form our operational infrastructure.

Nachurs Alpine Solutions Industrial (NASi®) is a leading supplier of a broad range of liquid and solid chemicals. With over 70 years of experience and knowledge, combined with continental reach, we provide customers and business partners with unlimited opportunities for growth and success.

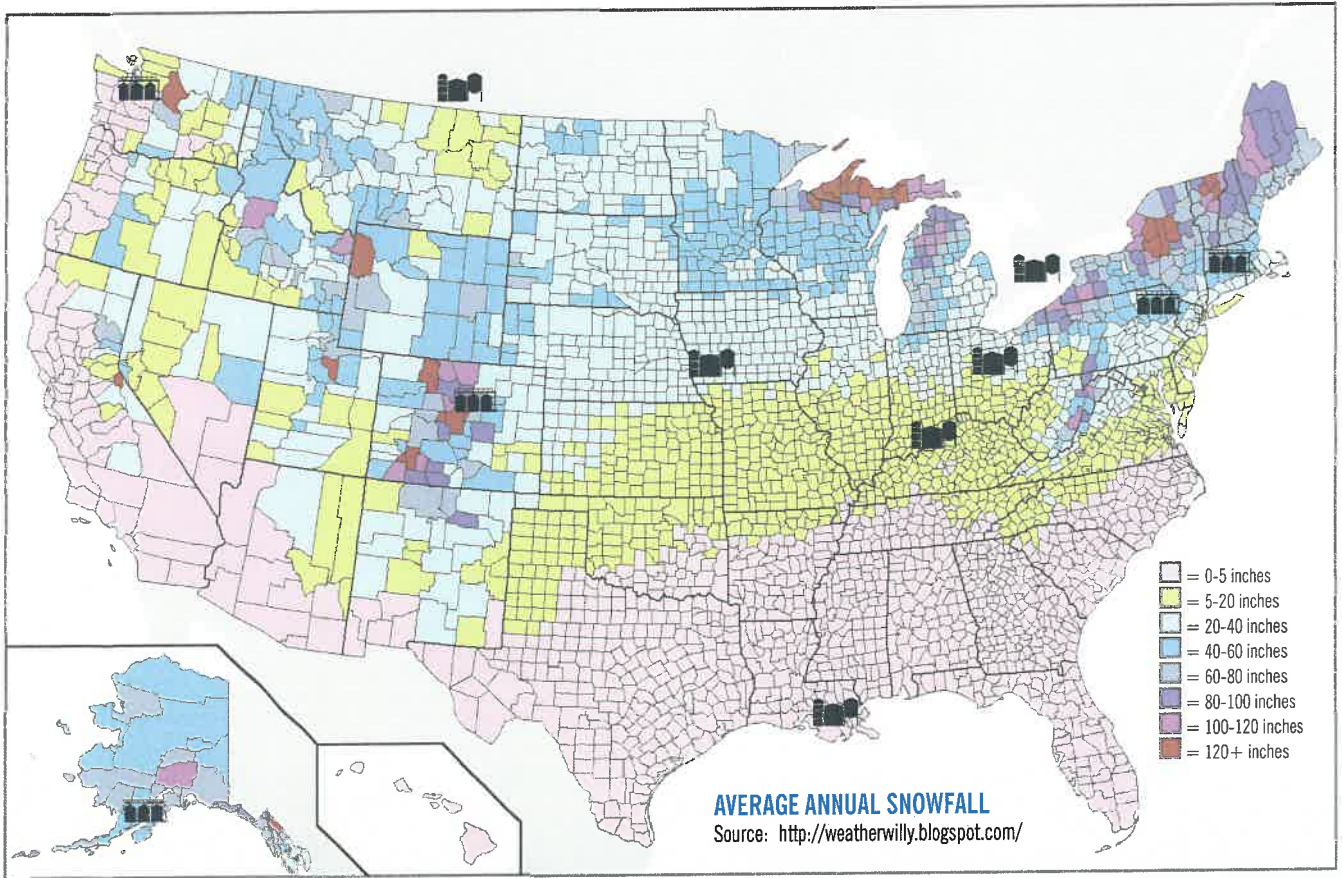
Thank you for your interest in Nachurs Alpine Solutions Industrial (NASi®) liquid and solid anti-icer and de-icer products. Every decision you make impacts whether you obtain the maximum performance of anti-icing and de-icing chemicals. The NASi team includes managers, chemists, and a full support staff that are here to support you. For more information on NASi products please don't hesitate to contact us!



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Marion, OH 43302  
Ph: +1 (800) 622-4877 or +1 (740) 382-5701  
Fax: +1 (740) 223-3874  
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# QUALITY

**NON-CORROSIVE**    **PRECISION PLACEMENT**  
**LOW IMPURITIES**    **COMPATIBLE WITH CURRENT EQUIPMENT**  
**LOW APPLICATION RATES**    **STORES WELL**

Quality is the hallmark of every product that we manufacture.

NASi product chemistries are effectively used throughout North America where chlorides are prohibited; especially on airfields. These attributes make them an excellent choice for a wide range of demanding and sensitive applications.

## TOP QUALITY RAW MATERIALS

NASi is ISO certified at select facilities and our products are manufactured with the highest quality raw materials.

## PRECISION PLACEMENT

Precise placement of fluid and solid allows for maximum performance.

## LOW APPLICATION RATES

Products are formulated for maximum effectiveness and efficiency.

## EASE OF USE

NASi products are easy to handle, ready to use, and require no agitation, mixing, or heating.

## STORES WELL

Our products maintain their integrity when properly stored even over long periods of time.

## LOW IMPURITIES

Low heavy metals and impurities; quality in every drop!

## NON-CORROSIVE

The non-chloride composition and high quality raw materials and inhibitors that comprise NASi products will not degrade equipment or infrastructure like chlorides.

## SALES & TECHNICAL SUPPORT

NASi Sales, Technical, and customer service staff work one-on-one with our clients, ensuring our products arrive on time to the exact required specifications.

## THE 4Rs PHILOSOPHY\*

When selecting and applying de-icers, there is no one size fits all and no two needs are identical. NASi is committed to providing products and services that enable operators to balance performance, economics, environmental impact, and asset protection. Operators can apply the following 4R interconnected principals to optimize de-icer management.

### RIGHT PRODUCTS.

Choose products that are most suitable for your prevailing climate, operating conditions and specific weather events. You should demand high quality consistent products from a proven supplier.

### RIGHT RATE.

Whether freezing rain, snow, black ice, etc. apply at rates that ensure optimal performance without waste; thereby minimizing cost and environmental impact.

### RIGHT TIME.

Apply anti-icers/de-icers according to impending weather conditions. A preemptive approach ensures maximum performance and efficiency. Ensure your supplier is capable of responding to uncertain needs and won't let you down when products are needed the most.

### RIGHT PLACE.

Make sure the product is placed and stays where you need it. Current technology and practices allow precision application of liquid products. The irregular granule shape of NASi SF™ solid virtually eliminates bounce and roll.

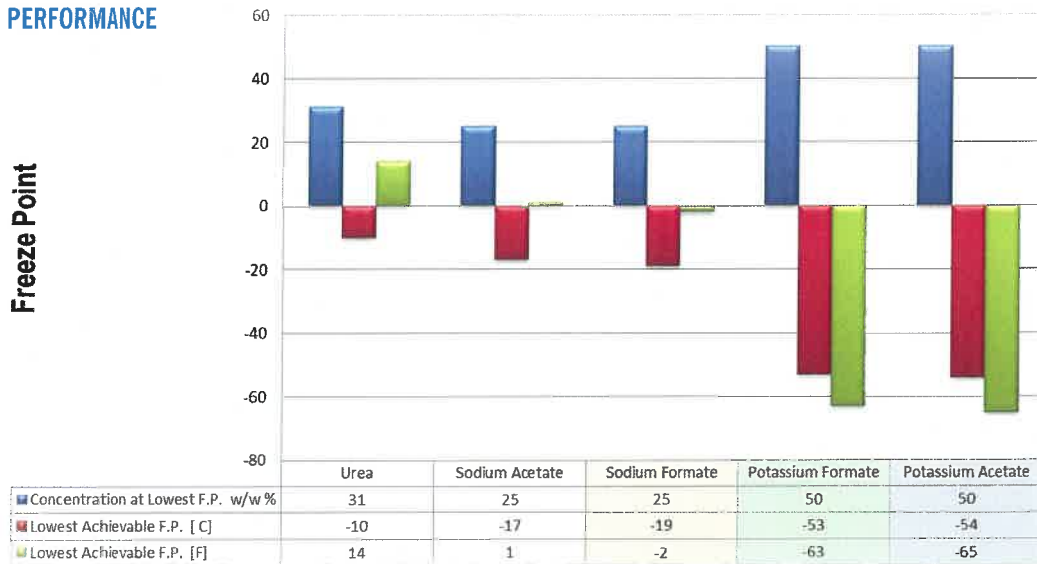
\*Adapted from the Fertilizer Institute's 4R Principles

NASi offers **potassium acetate**, **potassium formate**, and **sodium formate** options to give you choices to optimize your winter operations.

### PRODUCT BENEFITS

- Safe and effective for anti-icing and de-icing
- Environmentally friendly
- Low BOD/COD
- Favorable alternatives to glycol, urea, and chlorides
- Non-Corrosive
- Long-term storability
- Ready to use formulations
- Low tracking and not slippery

### PERFORMANCE



Mr. Chris Strand, Commissioner Safety Management System at Fraport AG  
 Dr. Martin Westermaier, Independent Consultant Specializing in Winter Operations at Airports



# ALPINE<sup>®</sup> ICE-MELT

## PRODUCT DESCRIPTION

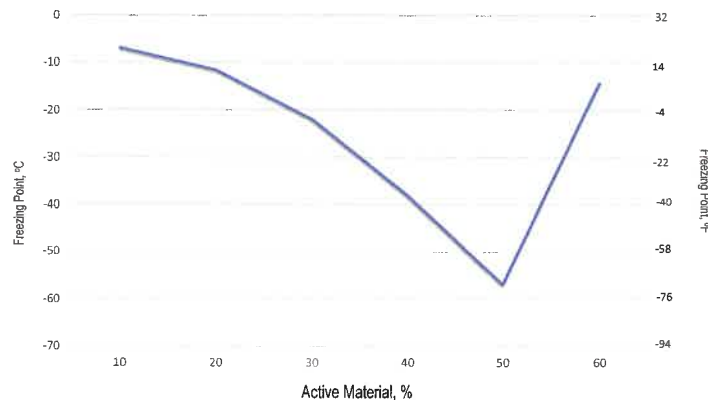
Alpine Ice-Melt<sup>®</sup>, a 50% w/w **potassium acetate** solution, is an environmentally safe and effective alternative to chlorides. It is friendlier to corrosion sensitive infrastructures such as bridges and parking decks, and is effective in the most extreme winter conditions. Alpine Ice-Melt is listed as a Pacific Northwest Snowfighters (PNS) qualified product with an exceptional corrosion % rate effectiveness. Alpine Ice-Melt is actively applied to bridges by various DOT's.

## TYPICAL PROPERTIES

Active Ingredients	50%
pH	9.5-10.5
Specific Gravity @ 20°C	1.27-1.30
Density, lbs/gal @ 20°C	10.58-10.83
Appearance	Clear, nearly colorless liquid*
Odor	Mild, Characteristic
Water Miscibility	Complete
Freezing Point	-72°F (-58°C)
BOD (5 day), g O2/g of fluid	0.25
COD, g O2/g of fluid	0.35

\*Available tinted blue by request

POTASSIUM ACETATE FREEZE CURVE



## liquid application rates

Local conditions such as ground and air temperatures, the frequency and intensity of precipitation (freezing rain, sleet, snow, rain or a mixture), humidity, and surface materials and application equipment will have significant effect on fluid and/or solid de-icer requirements. Liquid properties including viscosity, specific gravity and surface tension as well as temperature will influence nozzle selection and spray pressure.

Alpine Ice-Melt<sup>®</sup> may be used as an anti-icer or de-icer. It is ready to use and requires no dilution, mixing, or heating.



**ANTI-ICING**

The most efficient use of Alpine Ice-Melt® is as an anti-icer. Pre-treat the pavement uniformly before the onset of precipitation to help prevent the adhesion of ice and snow and ease mechanical removal.

For the best anti-icer performance, loose snow should be mechanically removed prior to applying.

**SUGGESTED MINIMUM APPLICATION RATE:**  
½ Gallon per 1,000 sq. ft.

**DE-ICING**

When using Alpine Ice-Melt® as a de-icer it is best applied in bands using high diffusion nozzles. This allows the fluid to penetrate the ice to break the bond with the surface to ease mechanical removal.

**SUGGESTED APPLICATION RATE:**  
1 Gallon per 1,000 sq. ft. for thin ice and increase depending on the thickness of the accumulation – approximately 3 gallons per 1,000 sq. ft. for ice up to an inch thick.

**PRE-WETTING SOLID**

Alpine Ice-Melt® improves the effectiveness of solid de-icers and sand.

Alpine Ice-Melt® can be sprayed directly on sand or solid de-icer or on the pavement when spreading.

**SUGGESTED APPLICATION RATE:**  
The estimated application rate range is 5% to 15% by weight of solid material. This is approximately 1.25 gallons of Alpine Ice-Melt® per 100 lbs. of sand or solid de-icer.

## liquid storage & handling\*

NASi anti-icer/de-icer liquid products are formulated with a proprietary corrosion inhibitor package to improve its compatibility with copper, brass, aluminum, aluminum alloys, zinc and other metals and alloys. The corrosion inhibitors work by forming a protective barrier between the metal and the product.

All equipment surfaces that are frequently exposed to de-icing chemicals should be routinely rinsed with warm water (especially before and after the winter season) to prevent the accumulation of residue, minimize staining, and maintain equipment integrity.

**Pumps:** The preferred material is stainless steel, however plastic is acceptable. While the corrosion inhibitor package improves compatibility with brass, cast aluminum and cast iron, these materials should be avoided because of abrasion effects. Avoid pumps that contain zinc or galvanized wetted parts. The high abrasion effects combined with the reactivity of de-icers towards zinc will dissolve the galvanized coating.

**Pipes:** Acceptable materials are stainless and carbon steel, polyethylene (PE), polypropylene (PP), polyvinyl chloride (PVC), polyvinylidene fluoride (PVDF), butyl and natural rubber. Minimize contact with zinc or galvanized metals. While welded or flanged

pipe joints are recommended, threaded fittings and joints are acceptable when a high quality pipe sealant is applied.

**Seals and Gaskets:** Recommended materials are natural and butyl rubber, ethylene propylene rubber (EPR, EPM, EPDM) and isoprene. Neoprene and nitrile (Buna-N) rubbers are acceptable. Materials to avoid are: any type of silicon rubber, styrene butadiene (Buna-S), polyurethane, polyacrylate, fluorosilicone and fluorocarbon rubbers and butadiene.

**Tanks:** Stainless steel, fiberglass or polyethylene tanks are recommended. If clean and rust-free, alloy steel or carbon steel tanks may be used. While acceptable in the presence of the corrosion inhibitor package, aluminum tanks should be avoided for long term storage. Ensure tanks are designed to accommodate the viscosity, relatively high density, and low surface tension. Containment should be compliant with local regulatory requirements. Prior to fill, inspect tanks to ensure they are free of residue, rust, or other particulates.

**\*See SDS for additional information. Please follow the Personal Injury Protection (PIP) Guidelines regarding first aid and special protection.**



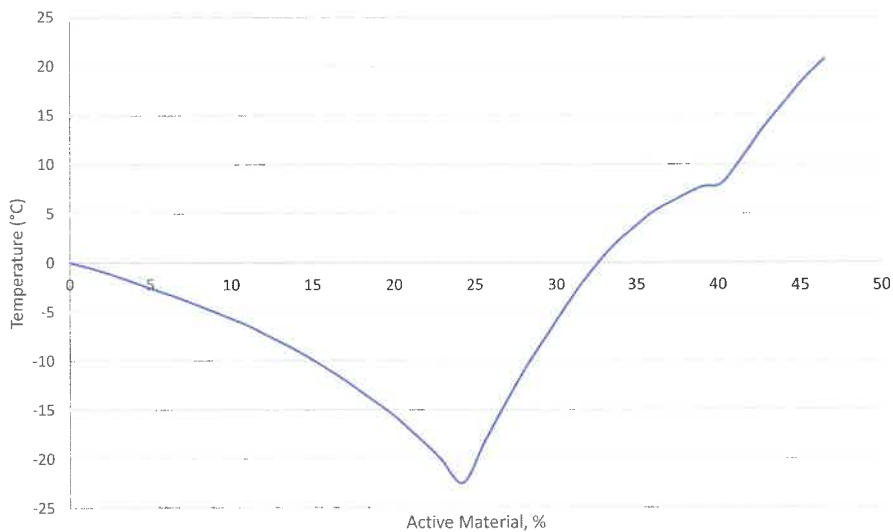
### PRODUCT DESCRIPTION

**NASi SF™** (Sodium Formate) is an advanced, non-chloride, environmentally friendly, granulated solid. It is especially effective in applications sensitive to corrosion and chloride accumulation. Use on parking decks, stadiums, institution grounds, parks, bridges, and other chloride sensitive environments.

### TYPICAL PROPERTIES

<b>Active Ingredients</b>	98% Min
<b>pH</b>	8-11
<b>Specific Gravity kg/m3</b>	900-950
<b>Density, lbs/gal @ 20°C</b>	0.9-1.0 kg/L
<b>Appearance</b>	White irregular granulate
<b>Granular Size</b>	2-6 mm
<b>Odor</b>	Slight, specific
<b>Water Miscibility</b>	81 g pr 100 ml @ 20°C
<b>Freezing Point</b>	N/A
<b>BOD (5 day), g O2/g of fluid</b>	0.02
<b>COD, g O2/g of fluid</b>	0.34

**SODIUM FORMATE TRUE CRYSTALLIZATION TEMPERATURE (WT. %)**



## solid application rates

NASi SF™ can be applied with all standard solid spreading equipment.

### PERFORMANCE ADVANTAGES

- Low effective working temperature @ -15C (5F)°
- Lower application rates compared to other non-chloride solids\*
- Irregularly shaped granules are designed to eliminate bounce and roll so that product stays put

### ENVIRONMENTAL ADVANTAGES

- Does not accumulate in the environment like chlorides
- Helps meet ecological requirements
- Contains no nitrates or triazoles
- Readily biodegrades given its low COD and BOD values

\*Per US Air Force Instruction 32-1002

## NASi SF™ - GENERAL APPLICATION RATES

The application of chemicals is distinguished as either anti-icing or de-icing. Anti-icing is to apply immediately prior to the onset of freeze conditions to prevent the bond of precipitation with pavement. It is considered the most efficient use of chemicals. De-icing means applying chemical after an event to aid in the removal of ice and snow. The following suggested rates will vary depending on a range of conditions including air temperature, humidity, precipitation type, wind, ground temperature, surface material and application equipment.

### ANTI-ICING

#### Prior to the onset of precipitation:

32 to 23 °F 3.07 lbs/1000 ft<sup>2</sup>

23 to 14 °F 4.10 lbs/1000 ft<sup>2</sup>

### DE-ICING

#### Snow and snow fall:

32 to 23 °F 5.12-7.17 lbs/1000 ft<sup>2</sup>

23 to 14 °F 7.17-9.22 lbs/1000 ft<sup>2</sup>

Under 14 °F 9.22-11.27 lbs/1000 ft<sup>2</sup>

#### Light ice and compacted snow:

32 to 23 °F 2.05-4.10 lbs/1000 ft<sup>2</sup>

23 to 14 °F 4.10-6.15 lbs/1000 ft<sup>2</sup>

Under 14 °F 6.15-8.20 lbs/1000 ft<sup>2</sup>

#### Ice and freezing rain:

32 to 23 °F 5.12-8.20 lbs/1000 ft<sup>2</sup>

23 to 14 °F 8.20-10.24 lbs/1000 ft<sup>2</sup>

Under 14 °F 10.24-12.29 lbs/1000 ft<sup>2</sup>

## solid storage & handling\*

### STORAGE RECOMMENDATIONS:

Due to their hygroscopic nature, all solid de-icer products will conglomerate and solidify to a certain extent over time in certain conditions. NASi SF™ technology has advanced with improved formulating, manufacturing, and packaging techniques. With proper handling and storage it will remain easy to handle. Always store indoors or under cover to keep dry. It is recommended to store product in its original packaging on a pallet. Open bags should be tightly sealed.



### HANDLING RECOMMENDATIONS:

NASi SF™ is packed to protect it from humidity. As such, it is normal over time for the product to become loosely compacted during shipping and storage. If the packaged material feels somewhat solid to the touch, some compaction may have occurred. The following steps should be taken to ease emptying and handling of the product.

**Super Sack (1000 kg/2205 lbs):** Use a forklift to lift the sack by the straps. Raise it and tap it to the ground several times. This should loosen any compacted product and allow easy unloading.

**Poly Bag (25 kg/55 lbs):** Bags can be dropped from a short height onto a hard surface a few times to loosen any compacted product.

For safety and to avoid pressure set, it is not recommended to stack the pallets or super-sacks (ss).

**\*See SDS for additional information. Please follow the Personal Injury Protection (PIP) Guidelines regarding first aid and special protection.**









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