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Header   List View

General Information

Contact


Default Values

Discount

Document Information

Procurement Folder: 401801

Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: CERTIFIED LABS DIV OF NCH CORP

Alias/DBA:

Total Bid: \$369,969.50

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000050

Published Date: 1/17/18

Close Date: 1/31/18

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Status: Closed

Solicitation Description:

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia
 Solicitation Response

Proc Folder : 401801

Solicitation Description : Solar Direct Inject Dosing Units, Additives, and Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-01-31 13:30:00	SR 0803 ESR01301800000003259	1

VENDOR
000000223735 CERTIFIED LABS DIV OF NCH CORP

Solicitation Number: CRFQ 0803 DOT1800000050

Total Bid : \$369,969.50 Response Date: 2018-01-31 Response Time: 10:20:13

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Solar Direct Inject Dosing Unit or Equal	145.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
15000000			

Extended Description : SOLAR DIRECT INJECTDOSING UNIT or Equal:
Includes Installation/Setup.

Comments: *SOLAR DIRECT INJECT DOSING UNIT* #10071643 no charge for pumps if using Certified Laboratories product

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Diesel Mate or Equal All Season Additive- 55 Gallon Drum	100.00000	DRUM	\$3,286.250000	\$328,625.00

Comm Code	Manufacturer	Specification	Model #
15000000			

Extended Description : DIESEL MATE or Equal ALL SEASON ADDITIVE:
supplied in a 55 GALLON DRUM

Comments: DIESEL MATE ALL SEASONS, 55 GAL DRUM #10171694

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Tank Tonic or Equal Additive-Case of (12) 32oz Bottles	30.00000	CASE	\$551.250000	\$16,537.50

Comm Code	Manufacturer	Specification	Model #
15000000			

Extended Description : TANK TONIC or Equal ADDITIVE:
supplied by CASE with a minimum of Twelve (12) bottles per case and 32 ounces per bottle.

Comments: TANK TONIC 12 X 32 OZ CASE #12034198

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Fuel Testing/AnalysisServices- Per Test	300.00000	EA	\$82.690000	\$24,807.00


Comm Code	Manufacturer	Specification	Model #
60101727			

Extended Description : FUEL TESTING/ANALYSIS SERVICE: Unit cost PER TEST

Comments: DIESEL FUEL SAMPLE MAILER KIT #10072940 DIESEL FUEL TESTING #10185449

Exhibit_A Pricing
Page

CRFQ 0803 DOT1800000050

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit of Measure	Unit Price	Item Total Cost
1	Solar Direct Inject® Dosing Unit or Equal (Includes Installation)	SOLAR DIRECT INJECT DOSING UNIT #10071643 (NO CHARGE IF USING CERTIFIED LABS FUEL TREATMENT PRODUCTS)	145	EACH	\$ -	\$ -
2	Diesel Mate™ All Season Additive or Equal (55 Gallon Drum)	DIESEL MATE ALL SEASONS 55 GAL DRUM #10171694	100	DRUM	\$ 3,286.2500	\$ 328,625.00
3	Tank Tonic™ Additive or Equal (Minimum of 12 - 32oz bottles per Case)	TANK TONIC (12 X 32 OZ CASE) #12034198	30	CASE	\$ 551.2500	\$ 16,537.50
4	Fuel Testing/Analysis Services (Per Test)	DIESEL FUEL TESTING SAMPLE MAILER KIT #10072940 DIESEL FUEL TESTING #10185449	300	EACH	\$ 82.6900	\$ 24,807.00
Total Bid Cost					\$	369,969.50

Vendor: CERTIFIED LABORATORIES
Contact Name: TONI L. BOYD, BID MGR
Phone Number: 972-438-0563
Email: CertifiedLabs.BidDepartment@nch.com

Solar Direct-Inject™

Solar Powered Diesel Fuel Improver Injector



Direct-Inject's proprietary system offers reliable, solar powered diesel fuel improver injection.

Precise and Automated Injection for Diesel Fuel Storage Tanks

Provides Superior Fuel System Protection for

- ❖ Industrial Manufacturing
- ❖ Transportation & Fleet
- ❖ Steel Mills & Foundries
- ❖ Agriculture
- ❖ Paper Mills, Printing & Packaging
- ❖ Federal, State & Local Agencies
- ❖ Construction
- ❖ Mining
- ❖ Excavation
- ❖ Demolition
- ❖ Concrete & Asphalt Paving

Automatic- Injects the correct amount of diesel fuel improver every time diesel fuel is delivered.

Thorough Mixing- Fuel treatment is automatically added during fuel delivery to insure thorough mixing.

Accurate Dilution - The Direct-Inject reduces waste by delivering a precise amount of fuel improver.

Solar Powered- Requires no electrical or compressed air connections to operate. Allows for remote installation.

Multiple Options for Installation- Allows for the most efficient and non-intrusive installation for each customer site. (See back for examples)

Durable & Reliable - Able to operate under high flow and high pressure conditions.

Designed
Specifically for
use with Certified
Labs' products
Diesel-Mate™ and
Fire-Up!™

Solar Direct-Inject Installation



Standard Above Ground Installation Set-Up



Standard Below Ground Installation Set-Up





January 2018

CERTIFIED LABORATORIES FUEL TREATMENT PROGRAM

Our Approach

Certified Laboratories has designed a Fuel Quality Assurance Program that enables its customers to control the quality of diesel fuel they use in their every-day operations. Instead of depending on refiners, terminal operators and fuel jobbers to provide quality diesel fuel to our customers, we help our customers take control of the quality of fuel they use. Our Solar Direct Inject Pump helps ensure that all of the diesel fuel delivered to each of their fuel storage locations is treated with our EPA registered diesel fuel additive. Our additive will chemically address each possible fuel quality issue that may arise in the normal processing and handling of diesel fuel, up to and including B20.

**There will be no involvement from any outside firm for production, installation or servicing of the fuel additive(s) or Solar Direct Inject pumps as we are the sole source provider of this pump and have been for the last 10 years.

Qualifications

- 40 years of formulation experience in diesel fuel additive research, development and manufacturing
- Thousands of Solar Direct Inject pump systems in the field, performing to specifications with over 300,000,000 gallons of diesel fuel treated annually
- Four state DOT contracts that include 160 Solar Direct Inject pumps
- 10 plus years of Installation and fitting experience with above ground, below ground and portable fuel storage tanks using our Solar Direct Inject Pump
- Wholly-owned diesel fuel testing laboratory that processes 2000+ diesel fuel samples per year

Diesel-mate™ All Seasons

Diesel Fuel Improver



Year-round diesel fuel conditioner designed to improve the performance of on-road, off-road, marine diesel fuel, & biodiesel

Provides Superior Fuel System Protection for

- ❖ Fleet & Service Vehicles
- ❖ Excavation & Demolition
- ❖ Utility Construction
- ❖ Concrete & Asphalt Paving
- ❖ Federal, State & Local Agencies
- ❖ Jobbers
- ❖ Universities & Hotels
- ❖ Power Generators
- ❖ Marine

Improves engine performance, lengthens equipment life, and reduces emissions.

Contains No Sulfur & No Alcohol

Typical Treat Rate = 1 gal:1000 gal

▶ **Boosts Base Cetane Up To 15%** — improves ignition, cuts starting time, and reduces detonation wear by raising Cetane levels 3 to 4 points on the average.

▶ **Reduces Emissions** — helps operators comply with clean air laws by promoting cleaner fuel burn to reduce smoking, soot and vapor exhaust. Reduces emissions by an average of 20%.

▶ **Reduces Friction and Wear** — contains AA-93™, a polymeric anti-wear additive that protects injectors and pumps from both mechanical and chemical wear caused by Ultra-Low Sulfur Diesel fuel.

▶ **Separates Out Water** — demulsifiers separate water from fuel so it can be removed from storage tanks.

▶ **Cleans Injectors & Pumps** — powerful new detergent cleans fuel pumps, injectors, and fuel lines and disperses contaminants to prevent the formation of gum, varnish, lacquer, and carbon coke. Meets all the latest injector cleanliness tests; Cummins L-10, Peugeot XUD9, & Peugeot DW-10. Helps prevent waxy soap carboxylate salt deposits from plugging tight tolerance common rail injectors in new engines.

▶ **Prevents Gelling** — lowers fuel pour-point by up to 48°F (26°C)

▶ **Reduces Oxidation During Storage** — oxidation inhibitors extend the storage stability of ULSD and biodiesel.

▶ **Prevents Rust & Corrosion** — contains rust and corrosion inhibitors that protect storage tanks, on-board fuel tanks, fuel lines and engine components.

▶ **Contains Metal Deactivators** — deactivates trace amounts of heavy metals, particularly copper. This prevents them from acting as catalysts that promote varnish and gum.

▶ **Improves Mileage** —detergents that keep fuel systems clean and functioning properly and cetane improvers that provide more complete combustion help Diesel-Mate improve ULSD & biodiesel fuel efficiency by an average of 5%.

Diesel-Mate™ All Seasons contains an additive package that sets it apart from other diesel fuel conditioners



Cetane Booster	Raises cetane number an average of 2 or more points to help increase mileage, improve combustion and make starting easier.
Demulsifier	Prevents emulsification and separates water and condensation to the bottom of storage tanks where it can be drained or pumped away. Eliminates water contaminants to improve combustion and reduce clogging in injectors and water filters
Anti-Wear Agents	Contains a molecular compound that forms a highly resistant lubrication film that bonds to metal surfaces and protects against mechanical and corrosive wear.
Detergents and Dispersants	Prevent sludge, varnish and gum formation that can clog filters, fuel lines and injector tips. By keeping injectors free of deposits, they let fuel atomize uniformly to reduce loss of power, decrease stack smoking and help prevent excessive detonation wear. Meets and exceeds Cummins L-10 Injector Deposit Test requirements.
Pour Point Depressant	Improves fuel flow, starting ability and operating efficiency at low temperatures by helping to prevent gelling.
Oxidation Inhibitors	Help prevent fuel breakdown during storage and reduce the formation of varnish, lacquer, gum and sludge.
Rust and Corrosion Inhibitors	Plate metal surfaces in storage tanks, on-board tanks, fuel lines and injectors to prevent corrosive damage. Reduce repair expenses and rust flakes that can clog injector tips and filters.
Metal Deactivator	Deactivates trace amounts of heavy metals, particularly copper. This prevents them from acting as catalysts that promote oxidation and form incombustible engine gums.

Contains No Sulfur

The Complete Fuel Quality Assurance™ Product Line

Tank Tonic™ Complete Fuel Biocide & Fungicide For Gasoline, Diesel and Heating Oil

BioDiesel-Mate™ All Seasons Complete Year-Round Fuel Improver for Biodiesel up to B20, Improves Storage Stability, Boosts Cetane, Reduces Emissions & Wear, increases Mileage/Hours, and Lowers Fuel Gel Point. Works in all types of diesel fuel.

Diesel-Mate™ All Seasons Complete Diesel Fuel Improver for All Seasons, Boosts Cetane, Reduces Emissions & Wear, Reduces Fuel Oxidation, Increases Mileage/Hours, and Lowers Fuel Gel Point. up to 31°F.

Diesel-Mate™ 2000 All Seasons Year-round Diesel Fuel Improver for Fuel Distributors, Boosts Cetane, Reduces Emissions & Wear, Reduces Fuel Oxidation, Increases Mileage/Hours, and Lowers Fuel Gel Point.

Arctic Diesel-Mate™ Year-round diesel fuel conditioner designed to improve the performance of on-road, off-road, marine diesel fuel and Biodiesel. Can be stored and used down to -60°F/-51°C.

DZL Clean™ Single Application Diesel Fuel System Cleaner. Cleans Injector Tips and Prevents Clogging, Rusting and Corrosion of Fuel Systems.

Fire-Up!™ Diesel Fuel Cold Flow Improver - Lowers Pour Point up to 40°F, Prevents Fuel Gelling and Icing.

Thaw-Out™ Emergency Diesel Fuel De-Icing Agent, Re-Liquefies Frozen Diesel Fuel

Mile-Hi™ Gasoline Performance Improver, Cleans Fuel System, Pistons and Cylinders, Reduces Emissions and Increases Mileage.

Full Blast Plus™ Heating Oil Performance Improver, Cleans Furnace System, Promotes Complete Burn, Keeps Fuel Fresh.

Ideal For Use In: Fuel Distributors and Jobbers Storages, Over-the-road and off-road diesel engines and storage, marine diesel engines and storage, diesel power generators, long-term fuel storage.

Do Not Use In: Gasoline engines and storage, for heating fuel

Tank Tonic™

Fuel Biocide &
Preservative



Fuel biocide, fungicide and preservative designed for on-road, off-road, stationary, and marine equipment.

Provides Superior Fuel System Protection for

- ❖ Fleet & Service Vehicles
- ❖ Excavation & Demolition
- ❖ Utility Construction
- ❖ Concrete & Asphalt Paving
- ❖ Federal, State & Local Agencies
- ❖ Emergency Vehicles
- ❖ Universities, Hospitals, Hotels
- ❖ Power Generators
- ❖ Marine

Contains No Sulfur

Typical Treat Rate = 1qt : 1000 gal

Quickly & Completely Eliminates Bacteria and Fungus from Fuel Systems and Storage Tanks.

Complete Long-Term Control — Kills virtually 100% of bacteria and fungus within 8 hours.

Improves Combustion Efficiency — Helps keep injector tips clean in order to provide a proper spray pattern.

Reduces Acidic Corrosion — Seeks out and destroys organisms that form corrosive acids in fuels.

Extends Change-out Life of Filters — Eliminates the bacterial and fungal slime and biomass that clog fuel filters.

Kills “Bugs” in the Fuel & Water Phase — Treats the entire storage tank, unlike many biocides which only treat one phase or the other.

Decreases Fuel Breakdown — Prevents the biological breakdown and acid formation in stored fuel.

Compatible With Other Additives — Will not affect the performance of other fuel additives and is accepted by engine manufacturers.

Meets E.P.A Regulation

464-659-66114

Tank Tonic™ contains aggressive anti-microbial agents that sets it apart from other diesel fuel biocides



Agent	Benefit
4-(2-Nitrobutyl) morpholine	An aggressive biocide that is designed specifically to work in the fuel phase of the storage tank. Completely disperses within the fuel and works fast to rid the system of harmful bacteria and fungus. Designed to provide residual agents for future protection.
4,4'-(2-Ethyl-2-nitrotrimethylene) dimorpholine	A water soluble biocide that is designed specifically to work in the water phase of the storage tank. Residual agents remain to provide long term protection even after the water has been removed.

Contains No Sulfur

The Complete Fuel Quality Assurance™ Product Line

- Tank Tonic™** Complete Fuel Biocide & Fungicide For Gasoline, Diesel and Heating Oil
- BioDiesel-Mate™ All Seasons** Complete Year-Round Fuel Improver for Biodiesel up to B20, Improves Storage Stability, Boosts Cetane, Reduces Emissions & Wear, increases Mileage/Hours, and Lowers Fuel Gel Point. Works in all types of diesel fuel.
- Diesel-Mate™ All Seasons** Complete Diesel Fuel Improver for All Seasons, Boosts Cetane, Reduces Emissions & Wear, Reduces Fuel Oxidation, Increases Mileage/Hours, and Lowers Fuel Gel Point. up to 31°F (-1°C)
- Diesel-Mate™ 2000 All Seasons** Year-round Diesel Fuel Improver for Fuel Distributors, Boosts Cetane, Reduces Emissions & Wear, Reduces Fuel Oxidation, Increases Mileage/Hours, and Lowers Fuel Gel Point.
- Arctic Diesel-Mate™** Year-round diesel fuel conditioner designed to improve the performance of on-road, off-road, marine diesel fuel and Biodiesel. Can be stored and used down to -60°F (-51°C).
- DZL Clean™** Single Application Diesel Fuel System Cleaner. Cleans Injector Tips and Prevents Clogging, Rusting and Corrosion of Fuel Systems.
- Fire-Up!™** Diesel Fuel Cold Flow Improver - Lowers Pour Point up to 40°F (5°C) Prevents Fuel Gelling and Icing.
- Thaw-Out™** Emergency Diesel Fuel De-Icing Agent, Re-Liquefies Frozen Diesel Fuel
- Mile-Hi™** Gasoline Performance Improver, Cleans Fuel System, Pistons and Cylinders, Reduces Emissions and Increases Mileage.
- Full Blast Plus™** Heating Oil Performance Improver, Cleans Furnace System, Promotes Complete Burn, Keeps Fuel Fresh.

Ideal For Use In: Over-the-road and off-road diesel fuel, on-board tanks and bulk storage, marine diesel fuel, diesel power generators, gasoline, jet fuel, kerosene, bunker oils, boiler oils, fuel oil, and long-term fuel storage.

Do Not Use In: Gear oils, transmission oils, hydraulic oils, compressor oils, turbine oils, motor oils or cutting fluids.

Laboratory Fuel Analysis



Mohawk Laboratories™ Fuel Analysis Report
Laboratory Sample #: AA11571
Report Date: 05/20/15

Method	Analyte Name	Result	Units
ASTM D2615	Percentage Water	0.040	%
ASTM D2615	Acid Number	No Results	ASTM
ASTM D2615	Base Cetane Rating	47.7	
ASTM D2615	Treated Cetane Rating	51.5	
ASTM D2615	Cetane Improvement	3.8	percent
ASTM D2615	Treatment Rate	1.0	gal / 1000 gal
ASTM D2615	Cold Filter Plugging Point (CFPP)	-25	°C
ASTM D2615	Cold Filter Plugging Point (CFPP)	-25	°F
ASTM D2615	Flow Point (°C)	-25	°C
ASTM D2615	Flow Point (°F)	-25	°F

Comments:
No significant water present. Washers require treatment of 1 gallon of additive per 1000 gallons of diesel fuel to prevent water problems.
No significant bacterial growth present at time of testing. If fungal contamination is present, a report will be sent within five working days. Method of repair advised.
Test was run with 1 gallon of additive per 1000 gallons of fuel and is not at regular intervals.

Fast, reliable test results that are easy to understand assures optimal equipment performance.

Complete Fuel Analysis With Treat Rate Recommendations

- **Analyze Bacteria Concentration** — determines the concentration of over 14 different types of bacteria known to infect fuel storage.
- **Analyze Fungi Concentration** — analyzes the concentration of over 7 types of fungi known to infect fuel storage.
- **Analyze Water Concentration** — determines the percentage of water contamination present in the fuel.
- **Analyze Base Cetane Level** — analyzes the Cetane level which is determined by ASTM D 613-86.
- **Treat Rate Determination** — reports the amount of Diesel-Mate™ in the sample, then provides recommendations on treat rate with respect to these results .
- **Fast and Reliable Results** — reports are mailed or faxed within 48 hours of analysis.

Helps save money by allowing managers to easily monitor the condition of their diesel fuel and storage tanks.

INTERPRETING DATA:

CETANE RATING

53-60	Excellent
50-53	Good
47-49	Fair
46 & Below	Poor

CLASSIFICATION

CETANE RATING:

A minimum Cetane Number* established by ASTM and by engine manufacturers is 50. A good Cetane rating for diesel fuel would have a Cetane Rating of 50 or higher. Low Cetane diesel fuel can cause delayed ignition, poor fuel economy, smoking and hard starting (mainly in cool weather).

BIOLOGICAL CONTAMINATION

Normal =1 Thousand CFU/ml*
 Light=10 Thousand CFU/ ml*
 Medium=100 Thousand CFU/ ml*
 Heavy= 1 Million CFU/ ml*
 Very Heavy= 10 Million CFU/ml*

Normal Bacteria : count is not a particular problem. Treat every third load of diesel fuel to keep growth in check.

Light-Medium Bacteria: systems should be monitored for cetane and water. A shock dosage for each load should keep growth in check.

Heavy Bacteria: systems need a shock treatment. May have to change filters more often. Check diesel storage for water and pump out if any is found.

CFU/ml= Colony Forming Units per Millimeter

CORRELATION OF HMB AND DIP SLIDE

HMB READING		DIP SLIDE EQUIVALENT
0.0	- 0.1	1 Thousand CFU/ml *
0.2	- 0.6	10 Thousand CFU/ml *
0.7	- 3.7	100 Thousand CFU/ml *
3.8	- 12.0	1 Million CFU/ml*
12.1	- 19.9	10 Million CFU/ml*

*CFU/ml= Colony Forming Units per Millimeter.

WATER: Diesel fuel containing suspended water should be treated with a demulsifier to separate this water from the fuel. Water contamination can cause clogged fuel filters, scored injectors, fuel line freezeups, and can create a favorable environment for bacterial and fungal growth. Values of 1% or greater could cause severe operating problems. The affected tank should have the free water pumped from the bottom of the tank.

***The Cetane Number of a diesel is determined by ASTM D 613-86 Ignition Quality of Diesel Fuel by the Cetane Method (an engine test).**

Safety Data Sheet DIESEL-MATE ALL SEASONS

Supersedes Date 06/23/2014

Issuing Date 10/17/2016

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name DIESEL-MATE ALL SEASONS

Recommended use Fuel additive

Information on Manufacturer

CHEMSEARCH DIV. OF NCH CORP.

BOX 152170

IRVING, TX 75015

Product Code 0240

Chemical nature Petroleum distillates

Emergency Telephone Number

CHEMTREC® 800-424-9300

Telephone inquiry

972-579-2477

2. HAZARD IDENTIFICATION

Color Orange - Brown

Physical state Liquid

Odor Petroleum distillates

GHS

Classification

Physical Hazards

Flammable liquids

Category 4

Health Hazard

Aspiration Toxicity

Acute Inhalation Toxicity - Gas

Acute toxicity - Inhalation (Dusts/Mists)

Skin Corrosion/Irritation

Skin sensitization

Carcinogenicity

Category 1

Category 2

Category 4

Category 2

Category 1

Category 2

Other hazards

None

Labeling

Signal Word

DANGER



Hazard statements

H227 - Combustible liquid

H315 - Causes skin irritation

H317 - May cause an allergic skin reaction

H330 - Fatal if inhaled

H304 - May be fatal if swallowed and enters airways

H351 - Suspected of causing cancer

Precautionary Statements

P202 - Do not handle until all safety precautions have been read and understood

P210 - Keep away from heat, sparks, open flames or hot surfaces.

P280 - Wear protective gloves, protective clothing and eye protection.

P264 - Wash face, hands and any exposed skin thoroughly after handling

P272 - Contaminated work clothing should not be allowed out of the workplace

P260 - Do not breathe vapor, mist or gas

P271 - Use in a well-ventilated area.

P285 - In case of inadequate ventilation wear respiratory protection

P302 + P352 - IF ON SKIN: Wash with plenty of soap and water

P333 + P313 - If skin irritation or rash occurs, get medical attention

P362 - Take off contaminated clothing and wash before reuse

P304 + P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.

P310 - Immediately call a physician

P301+ P330 + P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.

P308 + P313 - IF exposed or concerned, get medical attention

P403 + P235 - Store in a well-ventilated place. Keep cool.

P501 - Dispose of contents and container in accordance with applicable local regulations.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Component	CAS No.	Weight %
2-Ethylhexyl nitrate	27247-96-7	30-60
Solvent Naphtha (petroleum), heavy aromatic	64742-94-5	10-30
Petroleum naphtha, light aromatic	64742-95-6	10-30
Pseudocumene	95-63-6	7-13
Naphthalene	91-20-3	1-5
1,3,5-Trimethylbenzene	108-67-8	1-5
Propyl benzene	103-65-1	1-5
Cumene	98-82-8	1-5
Xylenes (o-, m-, p- isomers)	1330-20-7	1-5
Ethyl benzene	100-41-4	0.1-1
N,N'-di-sec-butyl-p-phenylenediamine	101-96-2	0.1-1

*The exact percentage (concentration) of composition has been withheld as a trade secret

4. FIRST AID MEASURES

General advice	Do not breathe vapors, mist or gas. Do not get in eyes, on skin or on clothing.
Eye Contact	Rinse thoroughly with plenty of water, also under the eyelids. Get medical attention if irritation develops and persists.
Skin Contact	Wash off immediately with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Get medical attention if irritation develops and persists. Wash contaminated clothing before re-use.
Inhalation	If inhaled, remove to fresh air. In case of shortness of breath, give oxygen. If breathing has stopped, apply artificial respiration. Get medical attention immediately.
Ingestion	Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately. Never give anything by mouth to an unconscious person.
Notes to physician	Aspiration hazard if swallowed - can enter lungs and cause damage. May be fatal if swallowed and enters airways. May cause sensitization of susceptible persons.

5. FIRE-FIGHTING MEASURES

Flash Point 147 °F / 64 °C	Method Seta closed cup	Lower: 0.8
Flammability Limits in Air %: Mixture.	Upper: 6.5	
Suitable Extinguishing Media Water spray. Foam. Dry chemical. Carbon dioxide (CO ₂).		
Specific hazards arising from the chemical Combustible Liquid. Solvent vapors are heavier than air and may spread along floors. Vapors may ignite and explode. Material can create slippery conditions.		
Protective Equipment and Precautions for Firefighters As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.		
NFPA	Health 3	Flammability 2
		Instability 0
HMIS	Health 3	Flammability 2
		Instability 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Use personal protective equipment. Remove all sources of ignition. Take precautionary measures against static discharges. Ensure adequate ventilation. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.
Environmental Precautions	Do not flush into surface water or sanitary sewer system.
Methods for Containment	Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
Methods for Cleaning Up	Use clean non-sparking tools to collect absorbed material. Pick up and transfer to properly labeled containers.
Neutralizing Agent	Not applicable.

7. HANDLING AND STORAGE

Handling	Keep away from open flames, hot surfaces and sources of ignition. Do not breathe vapors, mist or gas. Avoid contact with skin, eyes and clothing.
Storage	Keep away from heat and sources of ignition. Store in original container. Keep container tightly closed in a dry and well-ventilated place.
Storage Temperature	Minimum 0 °F / -18 °C
Storage Conditions	Maximum 120 °F / 49 °C
	Indoor X Outdoor X Heated Refrigerated

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

Component	ACGIH TLV	OSHA PEL	NIOSH
2-Ethylhexyl nitrate	1 ppm (vendor data)	No data available	No data available
Pseudocumene	TWA: 25 ppm	No data available	TWA: 25 ppm TWA: 125 mg/m ³
Naphthalene	TWA: 10 ppm Skin	TWA: 10 ppm TWA: 50 mg/m ³	250 ppm STEL 15 ppm STEL 75 mg/m ³ TWA: 10 ppm TWA: 50 mg/m ³
1,3,5-Trimethylbenzene	TWA: 25 ppm	No data available	TWA: 25 ppm TWA: 125 mg/m ³
Cumene	TWA: 50 ppm	TWA: 50 ppm TWA: 245 mg/m ³ Skin	900 ppm TWA: 50 ppm TWA: 245 mg/m ³
Xylenes (o-, m-, p- isomers)	TWA: 100 ppm STEL: 150 ppm	TWA: 100 ppm TWA: 435 mg/m ³	No data available
Ethyl benzene	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³	800 ppm STEL 125 ppm STEL 545 mg/m ³ TWA: 100 ppm TWA: 435 mg/m ³

Engineering Measures

Ensure adequate ventilation, especially in confined areas. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction.

Personal Protective Equipment

Eye/Face Protection

Safety glasses with side-shields.

Skin Protection

Wear suitable protective clothing, Impervious gloves.

Respiratory Protection

In case of inadequate ventilation wear respiratory protection. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

General Hygiene Considerations

Ensure that eyewash stations and safety showers are close to the workstation location. Remove and wash contaminated clothing before re-use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state	Liquid	Viscosity	Non viscous
Color	Orange - Brown	Odor	Petroleum distillates
Odor Threshold	Not applicable	Appearance	Transparent
pH	Not applicable	Specific Gravity	0.92
Evaporation Rate	0.17 (Butyl acetate=1)	Percent Volatile (Volume)	99.7
VOC Content (%)	99.7	VOC Content (g/L)	917
Vapor Pressure	0.78 mmHg @ 70°F	Vapor Density	9.6 (Air = 1.0)
Solubility	Negligible	n-Octanol/Water Partition	No data available
Melting Point/Range	No data available	Decomposition Temperature	No data available
Boiling Point/Range	> 320 °F / 160 °C	Flammability (solid, gas)	No data available
Flash Point	147 °F / 64 °C	Method	Seta closed cup
Autoignition Temperature	No information available.		
Flammability Limits in Air %:	Mixture	Upper: 6.5 Lower: 0.8	

10. STABILITY AND REACTIVITY

Chemical Stability

Stable. Hazardous polymerization does not occur.

Conditions to Avoid

Keep away from open flames, hot surfaces, and sources of ignition.

Incompatible Products

Strong oxidizing agents.

Decomposition Temperature

No data available

Hazardous Decomposition Products

Carbon oxides, Nitrogen oxides (NOx), Hydrocarbons.

Possibility of Hazardous Reactions

None under normal processing.

11. TOXICOLOGICAL INFORMATION

Product Information

No information available.

The following values are calculated based on chapter 3.1 of the GHS document

Oral LD50

No information available

Dermal LD50

No information available

Inhalation LC50

Gas

No information available

Mist	No information available
Vapor	No information available
Principle Route of Exposure	Inhalation, Skin contact, Eye contact.
Primary Routes of Entry	Skin contact, Skin Absorption.
Acute Effects:	
Eyes	May cause slight irritation.
Skin	Causes skin irritation. May cause allergic skin reaction. Components of the product create formation of methaemoglobin.
Inhalation	May cause irritation of respiratory tract. Inhalation may cause central nervous system effects. May cause central nervous system depression. Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and in extreme cases, loss of consciousness. Toxic by inhalation.
Ingestion	Aspiration hazard if swallowed - can enter lungs and cause damage. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.
Chronic Toxicity	May cause sensitization by skin contact. Contains a known or suspected carcinogen.
Target Organ Effects	Blood, Central nervous system, Kidney, Liver, Respiratory system, Skin, Eyes.
Aggravated Medical Conditions	Kidney disorders, Liver disorders, Blood disorders, Neurological disorders, Skin disorders, Respiratory disorders.

Component Information

Acute Toxicity

Component	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
2-Ethylhexyl nitrate 27247-96-7	> 2000 mg/kg (Rat)	> 4820 mg/kg (Rabbit)	> 14 mg/L (Rat) 4 h	No data available	No data available
Solvent Naphtha (petroleum), heavy aromatic 64742-94-5	> 5000 mg/kg (Rat)	> 2 mL/kg (Rabbit)	> 590 mg/m ³ (Rat) 4 h	No data available	No data available
Petroleum naphtha, light aromatic 64742-95-6	No data available	> 2000 mg/kg (Rabbit)	= 3400 ppm (Rat) 4 h	No data available	No data available
Pseudocumene 95-63-6	= 3280 mg/kg (Rat)	> 3160 mg/kg (Rabbit)	= 18 g/m ³ (Rat) 4 h	No data available	No data available
Naphthalene 91-20-3	= 1110 mg/kg (Rat)	= 1120 mg/kg (Rabbit)	> 340 mg/m ³ (Rat) 1 h	No data available	No data available
1,3,5-Trimethylbenzene 108-67-8	No data available	no data available	= 24 g/m ³ (Rat) 4 h	No data available	No data available
Propyl benzene 103-65-1	No data available	no data available	= 65000 ppm (Rat) 2 h	No data available	No data available
Cumene 98-82-8	= 1400 mg/kg (Rat)	= 12300 µL/kg (Rabbit)	> 3577 ppm (Rat) 6 h	No data available	No data available
Xylenes (o-, m-, p- isomers) 1330-20-7	= 4300 mg/kg (Rat)	> 1700 mg/kg (Rabbit)	= 29.08 mg/L (Rat) 4 h > 5.04 mg/L (Rat) 4 h	No data available	No data available
Ethyl benzene 100-41-4	= 3500 mg/kg (Rat)	= 15354 mg/kg (Rabbit)	= 17.2 mg/L (Rat) 4 h	No data available	No data available

Component	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
Pseudocumene 95-63-6	No data available	No data available	No data available	No data available	Blood; Skin; Central nervous system; Eyes; Respiratory system
Naphthalene 91-20-3	No data available	No data available	No data available	No data available	Blood; Skin; Central nervous system; Eyes; Liver; Kidney
1,3,5-Trimethylbenzene 108-67-8	No data available	No data available	No data available	No data available	Blood; Skin; Central nervous system; Eyes; Respiratory system
Cumene 98-82-8	No data available	No data available	No data available	No data available	Skin; Central nervous system; Eyes; Respiratory system
Ethyl benzene 100-41-4	No data available	No data available	No data available	No data available	Skin; Central nervous system; Eyes; Respiratory system
N,N'-di-sec-butyl-p-phenylenediamine 101-96-2	No data available	Skin sensitization	No data available	No data available	No data available

Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Component	ACGIH	IARC	NTP	OSHA	Other
Naphthalene 91-20-3	not applicable	Group 2B	not applicable	not applicable	not applicable
Cumene 98-82-8	not applicable	Group 2B	not applicable	X	not applicable
Xylenes (o-, m-, p- isomers) 1330-20-7	not applicable	Group 3	not applicable	not applicable	not applicable
Ethyl benzene 100-41-4	A3	Group 2B	not applicable	X	not applicable

12. ECOLOGICAL INFORMATION

Product Information No information available.

Component Information

Component	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
2-Ethylhexyl nitrate	No information available.	No information available.	EC50 = 100 mg/L 15 min	No information available.	4.14
Solvent Naphtha (petroleum), heavy aromatic	No information available.	LC50 = 19 mg/L Pimephales promelas 96 h LC50 = 2.34 mg/L Oncorhynchus mykiss 96 h LC50 = 1740 mg/L Lepomis macrochirus 96 h LC50 = 45 mg/L Pimephales promelas 96 h LC50 = 41 mg/L Pimephales promelas 96 h	No information available	0.95: 48 h Daphnia magna mg/L EC50	6.1
Petroleum naphtha, light aromatic	No information available.	LC50 = 9.22 mg/L Oncorhynchus mykiss 96 h	No information available	6.14: 48 h Daphnia magna mg/L EC50	N/A
Pseudocumene	No information available.	LC50 7.19 - 8.28 mg/L Pimephales promelas 96 h LC50 = 7.72 mg/L Pimephales promelas 96 h	No information available	6.14: 48 h Daphnia magna mg/L EC50	3.63
Naphthalene	No information available.	LC50 5.74 - 6.44 mg/L Pimephales promelas 96 h LC50 = 1.6 mg/L Oncorhynchus mykiss 96 h LC50 0.91 - 2.82 mg/L Oncorhynchus mykiss 96 h LC50 = 1.99 mg/L Pimephales promelas 96 h LC50 = 31.0265 mg/L Lepomis macrochirus 96 h	EC50 = 0.93 mg/L 30 min EC50 > 20 mg/L 18 h	2.16: 48 h Daphnia magna mg/L LC50 1.96: 48 h Daphnia magna mg/L EC50 Flow through 1.09 - 3.4: 48 h Daphnia magna mg/L EC50 Static	3.3
1,3,5-Trimethylbenzene	No information available.	LC50 = 3.48 mg/L Pimephales promelas 96 h LC50 = 7.72 mg/L Pimephales promelas 96 h	No information available	No information available.	N/A
Propyl benzene	No information available.	No information available.	No information available	No information available.	3.68
Cumene	EC50 = 2.6 mg/L Pseudokirchneriella subcapitata 72 h	LC50 6.04 - 6.61 mg/L Pimephales promelas 96 h LC50 = 4.8 mg/L Oncorhynchus mykiss 96 h LC50 = 2.7 mg/L Oncorhynchus mykiss 96 h LC50 = 5.1 mg/L Poecilia reticulata 96 h	EC50 = 0.89 mg/L 5 min EC50 = 1.10 mg/L 15 min EC50 = 1.48 mg/L 30 min EC50 = 172 mg/L 24 h	0.6: 48 h Daphnia magna mg/L EC50 7.9 - 14.1: 48 h Daphnia magna mg/L EC50 Static	3.55
Xylenes (o-, m-, p- isomers)	EC50 = 11 mg/L Pseudokirchneriella subcapitata 72 h	LC50 = 13.4 mg/L Pimephales promelas 96 h LC50 2.661 - 4.093 mg/L Oncorhynchus mykiss 96 h LC50 13.5 - 17.3 mg/L Oncorhynchus mykiss 96 h LC50 13.1 - 16.5 mg/L Lepomis macrochirus 96 h LC50 = 19 mg/L Lepomis macrochirus 96 h LC50 7.711 - 9.591 mg/L Lepomis macrochirus 96 h LC50 23.53 - 29.97 mg/L Pimephales promelas 96 h LC50 = 780 mg/L Cyprinus carpio 96 h LC50 > 780 mg/L Cyprinus carpio 96 h LC50 30.26 - 40.75 mg/L Poecilia reticulata 96 h	EC50 = 0.0084 mg/L 24 h	3.82: 48 h water flea mg/L EC50 0.6: 48 h Gammarus lacustris mg/L LC50	3.15
Ethyl benzene	EC50 = 11 mg/L Pseudokirchneriella subcapitata 72 h EC50 = 4.6 mg/L Pseudokirchneriella subcapitata 72 h EC50 > 438 mg/L Pseudokirchneriella subcapitata 96 h EC50 2.6 - 11.3 mg/L	LC50 11.0 - 18.0 mg/L Oncorhynchus mykiss 96 h LC50 = 4.2 mg/L Oncorhynchus mykiss 96 h LC50 7.55 - 11 mg/L Pimephales promelas 96 h LC50 = 32 mg/L Lepomis macrochirus 96 h LC50 9.1 - 15.6 mg/L Pimephales promelas 96 h	EC50 = 9.68 mg/L 30 min EC50 = 96 mg/L 24 h	1.8 - 2.4: 48 h Daphnia magna mg/L EC50	3.118

	Pseudokirchneriella subcapitata 72 h EC50 1.7 - 7.6 mg/L Pseudokirchneriella subcapitata 96 h	LC50 = 9.6 mg/L Poecilia reticulata 96 h			
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Persistence and Degradability No information available.
Bioaccumulation No information available.
Mobility No information available.

13. DISPOSAL CONSIDERATIONS

Product Disposal Dispose of in accordance with local regulations.
Container Disposal Empty containers should be taken for local recycling, recovery, or waste disposal.

14. TRANSPORT INFORMATION

DOT

Proper Shipping Name Petroleum distillates, n.o.s.
Hazard Class 3
UN-No UN1268
Packing Group III
Marine Pollutant Description This product contains a chemical which is listed as a marine pollutant according to DOT. UN1268, Petroleum Distillates, N.O.S., 3, PGIII (>119 gallon - < 119 Not Regulated)

TDG

Proper shipping name Petroleum distillates, n.o.s.
Hazard Class 3
UN-No UN1268
Packing Group III
Marine Pollutant Description This product contains a chemical which is listed as a marine pollutant according to TDG. UN1268, Petroleum distillates, n.o.s.,3,III, Marine Pollutant(>119 gallons- <119 gallons not regulated)

ICAO

UN-No UN3082
Hazard Class 9
Packing Group III
Shipping Description UN3082, Environmentally hazardous substance, n.o.s.,(2-ethylhexyl nitrate),9,III, Marine Pollutant

IATA

UN-No UN3082
Hazard Class 9
Packing Group III
Shipping Description UN3082, Environmentally hazardous substance, n.o.s.,(2-ethylhexyl nitrate),9,III, Marine Pollutant

IMDG/IMO

Proper Shipping Name Environmentally hazardous substance, n.o.s.,(2,ethylhexyl nitrate)
Hazard Class 9
UN-No UN3082
Packing Group III
EmS No. F-E, S-E
Marine Pollutant Description This product contains a chemical which is listed as a marine pollutant according to IMDG/IMO UN3082, Environmentally hazardous substance, n.o.s.,(2-ethylhexyl nitrate),9,III, Marine Pollutant

15. REGULATORY INFORMATION

Inventories

TSCA Complies

DSL Complies

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Component	CAS No.	Weight %	SARA 313 - Threshold Values
Pseudocumene	95-63-6	7-13	1.0
Naphthalene	91-20-3	1-5	0.1

Cumene	98-82-8	1-5	1.0
Xylenes (o-, m-, p- isomers)	1330-20-7	1-5	1.0
Ethyl benzene	100-41-4	0.1-1	0.1

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Chronic Health Hazard	Fire Hazard	Sudden Release of Pressure Hazard	Reactive Hazard
Yes	Yes	Yes	No	No

CERCLA

Component	Hazardous Substances RQs	CERCLA EHS RQs
Naphthalene	100 lb 1 lb	Not applicable
Cumene	5000 lb	Not applicable
Xylenes (o-, m-, p- isomers)	100 lb	Not applicable
Ethyl benzene	1000 lb	Not applicable

16. OTHER INFORMATION

Prepared By Samantha Purvis
Supersedes Date 06/23/2014
Issuing Date 10/17/2016
Reason for Revision No information available.
Glossary No information available.
List of References. No information available.

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Safety Data Sheet TANK TONIC, CM

Supersedes Date 09/21/2016

Issuing Date 10/19/2016

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name TANK TONIC, CM
Recommended use Biocidal product
Information on Manufacturer
CERTIFIED LABS, DIV. OF NCH CORP.
BOX 152170
IRVING, TEXAS 75015

Product Code 0630
Chemical nature Organic materials
Emergency Telephone Number
CHEMTREC® 800-424-9300
Telephone inquiry
972-579-2477

2. HAZARD IDENTIFICATION

Color Yellow - Brown

Physical state Liquid

Odor Amine

GHS

Classification

Physical Hazards

Flammable liquids

Category 4

Health Hazard

Acute Oral Toxicity

Category 4

Acute Dermal Toxicity

Category 3

Acute toxicity - Inhalation (Dusts/Mists)

Category 4

Skin Corrosion/Irritation

Category 1

Serious Eye Damage/Eye Irritation

Category 1

Skin sensitization

Category 1

Other hazards

None

Labeling

Signal Word

DANGER



Hazard statements

H227 - Combustible liquid

H314 - Causes severe skin burns and eye damage

H311 - Toxic in contact with skin

H317 - May cause an allergic skin reaction

H332 - Harmful if inhaled

H302 - Harmful if swallowed

H290 - May be corrosive to metals

Precautionary Statements

P210 - Keep away from heat, sparks, open flames or hot surfaces.

P280 - Wear protective gloves, protective clothing, eye protection and face protection.

P264 - Wash face, hands and any exposed skin thoroughly after handling

P363 - Wash contaminated clothing before reuse

P272 - Contaminated work clothing should not be allowed out of the workplace

P260 - Do not breathe vapor or mist

P271 - Use in a well-ventilated area.

P270 - Do not eat, drink or smoke when using this product.

P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing.

Rinse skin with water or shower

P333 + P313 - If skin irritation or rash occurs, get medical attention

P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a physician

P304 + P340 - IF INHALED: Remove person to fresh air and keep at rest in a position

comfortable for breathing.

P312 - Call a physician if unwell.

P301 + P330 + P331 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Call a physician if unwell.

P233 - Keep container tightly closed

P403 + P235 - Store in a well-ventilated place. Keep cool.

P501 - Dispose of contents and container in accordance with applicable local regulations.

3. COMPOSITION / INFORMATION ON INGREDIENTS

Component	CAS No.	Weight %
4-(2-Nitrobutyl)morpholine	2224-44-4	60-100
Methylene dimorpholine	5625-90-1	3-7
Morpholine	110-91-8	3-7
4,4'-(2-Ethyl-2-nitropropane-1,3-diyl)bismorpholine	1854-23-5	3-7
1-Nitropropane	108-03-2	1-5

*The exact percentage (concentration) of composition has been withheld as a trade secret

4. FIRST AID MEASURES

General advice	Do not get in eyes, on skin or on clothing. Do not breathe vapors or spray mist.
Eye Contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.
Skin Contact	Remove immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. If symptoms persist, call a physician or Poison Control Centre immediately.
Inhalation	Move to fresh air. In case of shortness of breath, give oxygen. If breathing has stopped, apply artificial respiration. Get medical attention if symptoms occur.
Ingestion	Drink 1 or 2 glasses of water. Do NOT induce vomiting. Get medical attention immediately. Never give anything by mouth to an unconscious person. Rinse mouth.
Notes to physician	The product causes burns of eyes, skin and mucous membranes. Control of circulatory system, shock therapy if needed. May cause sensitization of susceptible persons.

5. FIRE-FIGHTING MEASURES

Flash Point 160 °F / 71 °C	Method Pensky Marten Closed Tester
Flammability Limits in Air %: Mixture.	Upper: 11.2 Lower: 1.4
Suitable Extinguishing Media	
Water spray. Dry chemical. Carbon dioxide (CO ₂). Alcohol-resistant foam.	
Specific hazards arising from the chemical	
Combustible material. Solvent vapors are heavier than air and may spread along floors. Vapors may ignite and explode. Material can create slippery conditions.	
Protective Equipment and Precautions for Firefighters	
As in any fire, wear self-contained breathing apparatus pressure-demand, NOHSC (approved or equivalent) and full protective gear.	
NFPA	Health 3 Flammability 2 Instability 2
HMIS	Health 3 Flammability 2 Instability 2

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Use personal protective equipment. Remove all sources of ignition. Ensure adequate ventilation. Prevent further leakage or spillage if safe to do so. Material can create slippery conditions.
Environmental Precautions	Do not flush into surface water or sanitary sewer system.
Methods for Containment	Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).
Methods for Cleaning Up	Pick up and transfer to properly labeled containers.
Neutralizing Agent	Not applicable.

7. HANDLING AND STORAGE

Handling	Keep away from open flames, hot surfaces and sources of ignition. Do not get in eyes, on skin or on clothing. Do not breathe vapors or spray mist.
Storage	Keep away from heat and sources of ignition. Store in original container. Keep containers tightly closed in a dry, cool and well-ventilated place.
Storage Temperature	Minimum 39 °F / 4 °C Maximum 90 °F / 32 °C
Storage Conditions	Indoor X Outdoor Heated Refrigerated

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

Component	ACGIH TLV	OSHA PEL	NIOSH
Morpholine	TWA: 20 ppm Skin	TWA: 20 ppm TWA: 70 mg/m ³	1400 ppm STEL 30 ppm

		Skin	STEL 105 mg/m ³ TWA: 20 ppm TWA: 70 mg/m ³
1-Nitropropane	TWA: 25 ppm	TWA: 25 ppm TWA: 90 mg/m ³	1000 ppm TWA: 25 ppm TWA: 90 mg/m ³

Engineering Measures	Ensure adequate ventilation, especially in confined areas. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction.
Personal Protective Equipment	
Eye/Face Protection	Tightly fitting safety goggles. Face-shield.
Skin Protection	Wear suitable protective clothing, Impervious gloves.
Respiratory Protection	In case of inadequate ventilation wear respiratory protection. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.
General Hygiene Considerations	Wear protective gloves/clothing. Ensure that eyewash stations and safety showers are close to the workstation location.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state	Liquid	Viscosity	Slight viscous
Color	Yellow - Brown	Odor	Amine
Odor Threshold	Not applicable	Appearance	Transparent
pH	10	Specific Gravity	1.07
Evaporation Rate	No data available	Percent Volatile (Volume)	100
VOC Content (%)	100	VOC Content (g/L)	1100
Vapor Pressure	>0.1 mmHg @ 70°F	Vapor Density	No information available
Solubility	Slight	n-Octanol/Water Partition	No data available
Melting Point/Range	No data available	Decomposition Temperature	
Boiling Point/Range	347 °F / 175 °C	Flammability (solid, gas)	No data available
Flash Point	160 °F / 71 °C	Method	Pensky Marten Closed Tester
Autoignition Temperature	500 °F / 260 °C		
Flammability Limits in Air %:	Mixture	Upper: 11.2 Lower: 1.4	

10. STABILITY AND REACTIVITY

Chemical Stability	Stable. Hazardous polymerization does not occur.
Conditions to Avoid	Keep away from open flames, hot surfaces, and sources of ignition, Extremes of temperature and direct sunlight, To avoid thermal decomposition, do not overheat.
Incompatible Products	Oxidizing agents, Acids.
Decomposition Temperature	
Hazardous Decomposition Products	toxic flammable gases, Carbon oxides, Nitrogen oxides (NOx), Formaldehyde gas.
Possibility of Hazardous Reactions	None under normal processing.

11. TOXICOLOGICAL INFORMATION

Product Information

Acute Toxicity

LD50 Oral Rat 620 mg/kg	LD50 Dermal Rabbit 420 mg/kg	LC50 Inhalation > 2.33 mg/L
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The following values are calculated based on chapter 3.1 of the GHS document

Oral LD50	No information available
Dermal LD50	No information available
Inhalation LC50	
Gas	No information available
Mist	No information available
Vapor	No information available

Principle Route of Exposure Skin contact, Eye contact, Inhalation.

Primary Routes of Entry Skin Absorption, Skin contact.

Acute Effects:

Eyes	Corrosive to the eyes and may cause severe damage including blindness.
Skin	Causes burns. May be absorbed through the skin in harmful amounts. May cause allergic skin reaction.
Inhalation	Harmful by inhalation. Causes burns. Inhalation may cause central nervous system effects. May cause central nervous system depression. Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and in extreme cases, loss of consciousness.
Ingestion	Ingestion causes burns of the upper digestive and respiratory tracts.

Chronic Toxicity

Repeated and prolonged exposure to solvents may cause brain and nervous system damage. Inhaled corrosive substances can lead to a toxic edema of the lungs. May cause sensitization by skin contact. Liver and kidney injuries may occur.

Target Organ Effects

Eyes, Liver, Kidney, Respiratory system, Skin, Central nervous system, Immune system.

Aggravated Medical Conditions

Respiratory disorders, Skin disorders, Liver disorders, Kidney disorders, Neurological disorders.

Component Information

Acute Toxicity

Component	Oral LD50	Dermal LD50	Inhalation LC50	Draize Test	Other
Morpholine 110-91-8	= 1050 mg/kg (Rat)	310 - 810 mg/kg (Rabbit)	= 8 mg/l (Rat) 4 h	No data available	No data available
1-Nitropropane 108-03-2	= 455 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	= 11.02 mg/L (Rat) 1 h	No data available	No data available

Component	Mutagenicity	Sensitization	Developmental Toxicity	Reproductive Toxicity	Target Organ Effects
4-(2-Nitrobutyl)morpholine 2224-44-4	No data available	Skin sensitizer	No data available	No data available	No data available
Morpholine 110-91-8	No data available	No data available	No data available	No data available	Skin; Eyes; Respiratory system; Liver; Kidney
4,4'-(2-Ethyl-2-nitropropane-1,3-diyl)bismorpholine 1854-23-5	No data available	Skin sensitizer	No data available	No data available	No data available
1-Nitropropane 108-03-2	No data available	No data available	No data available	No data available	Central nervous system; Eyes; Liver; Kidney

Carcinogenicity

Component	ACGIH	IARC	NTP	OSHA	Other
Morpholine 110-91-8	not applicable	Group 3	not applicable	not applicable	not applicable

12. ECOLOGICAL INFORMATION

Product Information

Toxicity to algae	Toxicity to fish	Daphnia magna (Water flea)
EC50 0.35 mg/L 96 h	72 hour algae value 2.3 mg/L 96h	EC50 3.23 -

Component Information

Component	Toxicity to Algae	Toxicity to Fish	Microtox	Crustacea	Partition coefficient
Morpholine	EC50 = 28 mg/L Pseudokirchneriella subcapitata 96 h	LC50 = 350 mg/L Lepomis macrochirus 96 h LC50 375 - 460 mg/L Oncorhynchus mykiss 96 h LC50 > 1000 mg/L Brachydanio rerio 96 h	EC50 = 57.0 mg/L 30 min	No information available.	-2.55
1-Nitropropane	EC50 = 98 mg/L Desmodesmus subspicatus 72 h	No information available.	EC50 = 42.8 mg/L 5 min EC50 = 45.4 mg/L 15 min EC50 = 50.8 mg/L 30 min	No information available.	0.851

Persistence and Degradability

Readily biodegradable.

Bioaccumulation

No information available.

Mobility

No information available.

13. DISPOSAL CONSIDERATIONS

Product Disposal

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide or rinsate is a violation of federal law. If these wastes cannot be disposed of by use according to label instructions, contact your state pesticide or environmental control agency.

Container Disposal

Empty containers should be taken for local recycling, recovery, or waste disposal. Do not re-use empty containers.

14. TRANSPORT INFORMATION

DOT

Proper Shipping Name

DISINFECTANTS, LIQUID, TOXIC, N.O.S.

Hazard Class

6.1

UN-No

UN3142

Packing Group

III

Description

UN3142, DISINFECTANTS, LIQUID, TOXIC, N.O.S.(4-(2-NITROBUTYL)-MORPHOLINE), 8, PG III

TDG

Proper shipping name DISINFECTANTS, LIQUID, TOXIC, N.O.S.
Hazard Class 6.1
UN-No UN3142
Packing Group III
Description UN3142, DISINFECTANTS, LIQUID, TOXIC, N.O.S.(4-(2-NITROBUTYL)-MORPHOLINE), 8, PG III

ICAO

UN-No UN3142
Proper Shipping Name DISINFECTANTS, LIQUID, TOXIC, N.O.S.
Hazard Class 6.1
Packing Group III
Shipping Description UN3142, DISINFECTANTS, LIQUID, TOXIC, N.O.S.(4-(2-NITROBUTYL)-MORPHOLINE), 8, PG III

IATA

UN-No UN3142
Proper Shipping Name DISINFECTANTS, LIQUID, TOXIC, N.O.S.
Hazard Class 6.1
Packing Group III
ERG-Code 6L
Shipping Description UN3142, DISINFECTANTS, LIQUID, TOXIC, N.O.S.(4-(2-NITROBUTYL)-MORPHOLINE), 8, PG III

IMDG/IMO

Proper Shipping Name DISINFECTANTS, LIQUID, TOXIC, N.O.S.
Hazard Class 6.1
UN-No UN3142
Packing Group III
EmS No. F-A, S-A
Description UN3142, DISINFECTANTS, LIQUID, TOXIC, N.O.S.(4-(2-NITROBUTYL)-MORPHOLINE), 8, PG III

15. REGULATORY INFORMATION

Inventories

TSCA Complies
DSL Complies

U.S. Federal Regulations**FIFRA**

This chemical is a pesticide product registered by the US EPA and is subject to certain labeling requirements under federal pesticide laws. These requirements differ from the classification criteria and hazard information required for SDSs, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

DANGER

Corrosive - causes irreversible eye damage
 Harmful if swallowed
 Harmful if absorbed through skin
 Prolonged or frequently repeated skin contact may cause an allergic reaction in some individuals.
 Causes skin sensitization
 The pesticide is toxic to fish and aquatic organisms.

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Chronic Health Hazard	Fire Hazard	Sudden Release of Pressure Hazard	Reactive Hazard
Yes	No	Yes	No	No

CERCLA

16. OTHER INFORMATION

Prepared By Adrienne McKee
Supersedes Date 09/21/2016
Issuing Date 10/19/2016
Reason for Revision No information available.
Glossary No information available.
List of References. No information available.

CERTIFIED LABS, DIV. OF NCH CORP. assumes no responsibility for personal injury or property damage caused by the use, storage, or disposal of the product in a manner not recommended on the product label. Users assume all risks associated with such unrecommended use, storage or disposal of the product. The information provided on this document is correct to the best of our

knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110

Bureau of Equipment, Procurement & Services



Kay Ivey
Governor

John R. Cooper
Transportation Director

January 26, 2018

FROM: Stan Carlton
Equipment Management Coordinator

RE: Fuel Quality Treatment & Testing Program

The Alabama Department of Transportation has contracted with Certified Labs for products and services related to fuel quality sampling, testing and treatment for approximately 10 years. Our documented experience shows a significant improvement in our fuel quality and performance with an accompanying reduction in fuel contamination issues, fuel system failures in our vehicles and equipment and catastrophic failures in our storage and dispensing facilities. We have used the products continually during this period in E10 and E85 Gasoline, diesel and bio-diesel.

As part of this program, we have installed and used solar-powered dispensing pumps for the Diesel-Mate product at multiple locations during the last 7 or 8 years. This system allows for fuel delivery treatment automatically, metered to preset formulation, without unnecessary opportunity for human error. The automated process also reduces personnel time and costs in receiving deliveries of diesel fuel. We have had no performance problems with these systems.

In summary, subsequent to a period in 2007 – 8 when we experienced catastrophic fuel system failures due to contamination, phase separation and biologic invasion, we credit the Certified Labs products, equipment and services with correcting and maintaining our fuel supply and delivery systems to the state of art operation it is today.

Please feel free to contact me with further inquiries.

Stan Carlton
Alabama DOT
Equipment Management Coordinator
334-242-6063
carltons@dot.state.al.us



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 401801

Doc Description: Solar Direct Inject Dosing Units, Additives, and Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-17	2018-01-31 13:30:00	CRFQ 0803 DOT1800000050	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 NCH Corporation, Certified Laboratories
 2727 Chemsearch Blvd
 Irving Tx 75062
 (800) 527-9929 or (972) 438-0503

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Tamil Boyl* FEIN # 75-0457200 DATE 1/28/2018
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish an open-end contract for Solar Direct Inject Dosing Units or Equal, Additives, and Services to enhance the quality performance and stability of the WVDOH diesel fuel supply per attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Solar Direct Inject Dosing Unit or Equal	145.00000	EA		0.00

Comm Code	Manufacturer	Specification	Model #
15000000	Certified Laboratories		

Extended Description :

SOLAR DIRECT INJECTDOSING UNIT or Equal:
Includes Installation/Setup.

no cost for pump if using Certified Laboratories fuel treatment products.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Diesel Mate or Equal All Season Additive- 55 Gallon Drum	100.00000	DRUM	3,286.25	\$328,625.00

Comm Code	Manufacturer	Specification	Model #
15000000	Certified Laboratories	Diesel Mate All Seasons 55 gal drum	10171694

Extended Description :

DIESEL MATE or Equal ALL SEASON ADDITIVE:
supplied in a 55 GALLON DRUM

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Tank Tonic or Equal Additive-Case of (12) 32oz Bottles	30.00000	CASE	\$551.25	\$16,537.50

Comm Code	Manufacturer	Specification	Model #
15000000	Certified Laboratories	Tank-Tonic 12x32oz	# 12034198

Extended Description :
TANK TONIC or Equal ADDITIVE:
supplied by CASE with a minimum of Twelve (12) bottles per case and 32 ounces per bottle.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Fuel Testing/Analysis Services- Per Test	300.00000	EA	\$82.69	\$24,807.00

Comm Code	Manufacturer	Specification	Model #
60101727	Certified Laboratories	Fuel Testing/Analysis	#10185449 #10072940

Extended Description :
FUEL TESTING/ANALYSIS SERVICE: Unit cost PER TEST

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by:	2018-01-22

DOT1800000050	Document Phase Final	Document Description Solar Direct Inject Dosing Units, Additives, and Services	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

Question Submission Deadline: January 22, 2018 due by 2:00pm EST

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

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: Solar Dosing Units
BUYER: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1800000050
BID OPENING DATE: 01/31/2018
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

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

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: January 31, 2018 @ 1:30pm EST

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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.

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$500,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

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

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

10. [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

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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.

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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

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

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

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

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

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

Toni L. Boyd Bid Manager
(Name, Title)
Toni L. Boyd, Corporate Bid Manager
(Printed Name and Title)
2727 Chemsearch Blvd, Irving, Tx 75062
(Address)
800.527.9929 x0563 fax: 972.438.0634
(Phone Number) / (Fax Number)
CertifiedLabs.BidDepartment@nch.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.

Certified Laboratories (a division of NCH Corporation)
(Company)
Toni L. Boyd, Corporate Bid Manager
(Authorized Signature) (Representative Name, Title)
Toni L. Boyd, Corporate Bid Manager
(Printed Name and Title of Authorized Representative)
January 29, 2018
(Date)
972.438.0563 ; 972.438.0634
(Phone Number) (Fax Number)

CRFQ 0803 DOT1800000050
REQUEST FOR QUOTATION
SOLAR DIRECT INJECT® DOSING UNIT or EQUAL

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish an open-end contract for Solar Direct Inject® Dosing Units or Equal, Additives, and Services to enhance the quality performance and stability of the WVDOH diesel fuel supply; due to the lack of strict national regulations and the enforcement of fuel quality standards. Vendor must bid the products, equipment and services for the bid to be considered.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **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.
 - 3.1.1 **PRODUCTS: The following products shall be available in order to improve and maintain fuel quality. Chemicals shall be added at the appropriate dosage levels in order to eliminate problems faced by inferior grade fuel and contamination.**
 - 3.1.1.1 Certified Laboratories Diesel Mate™ All Season Diesel Fuel Additive or Equal in 55 gallon drum.
 - A. Product shall boost cetane ratings by a minimum of five (5) points.

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REQUEST FOR QUOTATION
SOLAR DIRECT INJECT® DOSING UNIT or EQUAL

- B. Product shall be a demulsifier, by pulling the water out of the diesel fuel to the bottom of the tank where it can be pumped off.
- C. Product shall clean injectors and pumps by preventing formation of gum, varnish and lacquer.
- D. Product shall prevent gelling and improve cold flow by -40F minimum (without use of alcohol).
- E. Product shall reduce oxidation by preventing fuel breakdown during storage, it reduces the formation of lacquer, gum and sludge.
- F. Product shall prevent rust and corrosion by plating metal surfaces in tanks.
- G. Product must contain a lubricity additive.
- H. Product must be 100% effective treating any percentage of biodiesel the state receives up to B5.

3.1.1.2 Certified Laboratories Tank Tonic™ Additive or Equal.

- A. Product shall kill 100% of bacteria and fungus in the diesel fuel in 8 hours minimum.
- B. Product shall meet EPA Regulation 464-659-66114.
- C. Product must contain a diesel fuel stabilizer with oxidation inhibitor and metal deactivators.
- D. Must provide pricing in Case quantities with minimum of 12 bottles per case and minimum of 32 ounces per bottle.

3.1.2 SERVICES:

- 3.1.2.1 Solar Direct Inject Dosing® Unit or Equal solar powered automatic diesel product dosing unit and installation/Setup**

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to provide autonomously and automatically dosing for all AST diesel fuel storage tanks with the appropriate product level.

- A. Shall have a NEMA approved enclosure.
- B. Shall be battery powered and low voltage.
- C. Warranty dosing equipment for the life of the agreement against any defects that will prohibit the dosing unit from working properly up to and including total unit replacement.
- D. Shall be available for assistance by phone or in person Monday thru Friday for all WVDOH Locations (144) See Exhibit B and Exhibit C at no additional cost.
- E. Automated dosing systems must have been in use in market for a minimum of 3 years.
Documentation should be submitted with your bid as a written formal statement. Documentation will be required prior to award.

3.1.2.2 Vendor must have a fuel quality management technician located within the state of WV.

3.1.2.3 Vendor shall conduct quarterly site visits to WVDOH locations for briefing and assessment. January – March 1st quarter/April – June 2nd quarter/ July-September 3rd quarter and October – December 4th quarter. A minimum of 1 visit per quarter to each WVDOH location

3.1.2.4 Must conduct on-site training seminars, as requested at no additional charge, on fuel quality assurance methodology geared towards technicians, mechanics, equipment operators, as well as supervisors and management.

3.1.2.5 Shall train on how to pull diesel fuel samples and ship in OSHA approved packaging for testing and analysis at contractor's lab, as requested, no additional cost.

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3.1.2.6 Fuel Testing/Analysis Service shall include:

- A. Percentage water
- B. Biological growth
- C. Base cetane rating and improved cetane rating.
- D. Cloud point (°C & F)
- E. Pour point (°C&F)
- F. Cold Filter Plug Point (CFPP)
- G. Biodiesel content (%)
- H. Additive Dilution Rate.

3.1.2.7 Shall work with each WVDOH fuel location at no charge to correctly sterilize tanks as necessary based on test results and properly administer diesel fuel treatment using the solar powered dosing equipment.

3.1.2.8 Shall consult individually with each WVDOH location experiencing fuel problems to identify the problems and develop a plan to correct and prevent problems in the future at no charge.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides all the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages in WVOasis by entering the Unit Price for each commodity line item.

If responding on paper the Vendor should complete the Exhibit A Pricing Page and submit with the bid. Vendor shall take estimated quantity and multiply by Unit Price to get Item Total Cost for each commodity line. Then add the Item Total Cost for each commodity line and enter this amount as the Total Bid Cost. Vendor should complete the Pricing Pages in their

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entirety as failure to do so may result in Vendor's bids being disqualified. The Exhibit A Pricing Page has been provided in Excel and formatted to automatically calculate the Total Item Cost and the Total Bid Cost when the Unit Price is entered for each commodity item. However, it is the vendor's responsibility to ensure the calculations for their bid is correct before submitting. The Purchasing Division will not be responsible for incorrect calculations and in the event of an error, the Unit Price will Prevail.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 5 working days after orders are received. Vendor shall deliver emergency orders within 24 hours after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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.

Any Agency seeking to obtain items from a third party under this provision must first

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obtain approval of the Purchasing Division.

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

7. VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

CRFQ 0803 DOT1800000050
REQUEST FOR QUOTATION
SOLAR DIRECT INJECT® DOSING UNIT or EQUAL

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 quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Toni L. Boyd
Telephone Number: 972-438-0563
Fax Number: 972-438-0634
Email Address: CertifiedLabs.BidDepartment@nch.com

EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS & CONTACTS

Equipment Division

WV Division of Highways
PO Box 610
Buckhannon, WV 26201
ATTENTION: Marcia Lee

WVDOT/Division of Highways
D-7
P.O. Box 1228
Weston, WV 26452
Attn: Ron Dean

WVDOT/Division of Highways
D-1
1340 Smith St.
Charleston, WV 25301
Attn: Gerald Smith

WVDOT/Division Highways
D-8
P.O. Box 1516
Elkins, WV 26241
Attn: Steve Carr

WVDOT/Divison of Highways
D-2
Po. Box 880
Huntington, WV 25712
Attn: Scott Adkins

WVDOT/Division of Highways
D-9
2876 Jefferson St. N
Lewisburg, WV 24901
Attn: Scottie Millert

WVDOT/Division of Highways
D-3
624 Depot St.
Parkersburg, WV 26101
Attn: Dan Taylor

WVDOT/Division of Highways
D-10
270 Hardwood Lane
Princeton, WV 24740
Attn: Jason Blevins

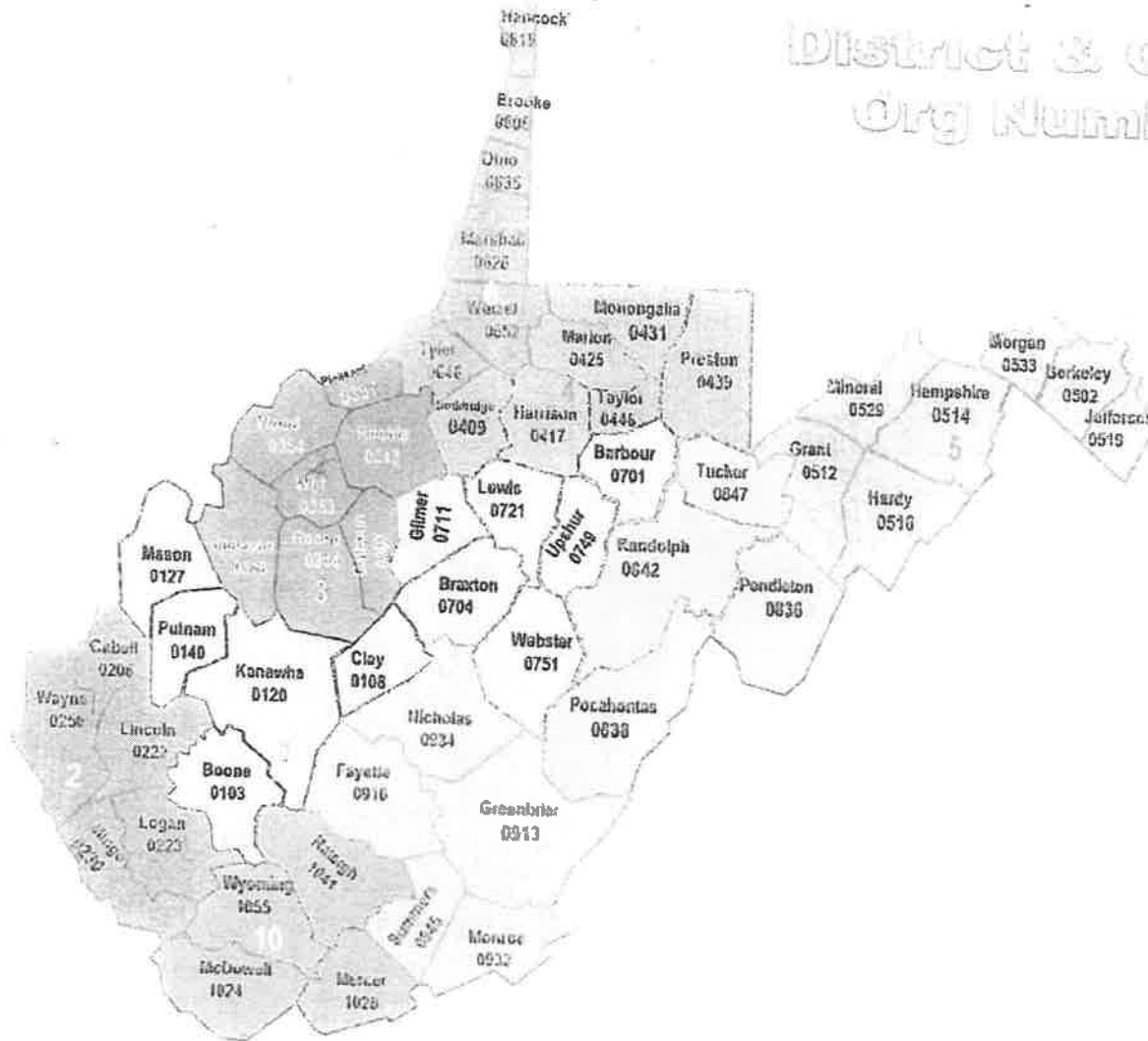
WVDOT/Division of Highways
D-4
P.O. BOX 4220
Clarksburg, WV 26301
Attn: J.R. Crouse

WVDOT/Division of Highways
D-5
PO BOX 99
BURLINGTON, WV 26710
Attn: Robert Pritts

WVDOT/Division of Highways
D-6
1 DOT Drive.
Moundsville, WV 26041
Attn: Rob Maury

EXHIBIT C

District & County Org Numbers



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

Authorized Signature: Tomil Boyle Date: 1/29/18

State of Texas

County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 29 day of January, 2018.

My Commission expires _____, 20____.

AFFIX SEAL HERE



NOTARY PUBLIC

Sharon Tanner
Purchasing Affidavit (Revised 07/07/2017)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Certified Laboratories

Signed: Toni L Boyle

Date: January 28, 2018

Title: Corporate Bid Manager

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: CERTIFIED LABORATORIES Address: 2727 Chemsearch Blvd
IRVING, TX 75062

Authorized Agent: TONI L. BOYD Address: 2727 Chemsearch Blvd

Contract Number: ^{CRFQ} 0803 DOT1800000050 Contract Description: Solar Direct Inject Dosing Units ...

Governmental agency awarding contract: State of West Virginia; Dept of Highways

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: Toni L Boyd Date Signed: 1/29/18

Notary Verification

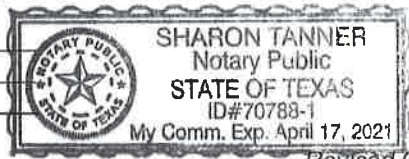
State of TEXAS, County of DALLAS:

I, TONI L. BOYD, 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 29 day of January, 2018.
Sharon Tanner
Notary Public's Signature


To be completed by State Agency:

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



**Exhibit_A Pricing
Page**

CRFQ 0803 DOT1800000050

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit of Measure	Unit Price	Item Total Cost
1	Solar Direct Inject® Dosing Unit or Equal (Includes Installation)	SOLAR DIRECT INJECT DOSING UNIT #10071643 (NO CHARGE IF USING CERTIFIED LABS FUEL TREATMENT PRODUCTS)	145	EACH	\$ -	\$ -
2	Diesel Mate™ All Season Additive or Equal (55 Gallon Drum)	DIESEL MATE ALL SEASONS 55 GAL DRUM #10171694	100	DRUM	\$ 3,286.2500	\$ 328,625.00
3	Tank Tonic™ Additive or Equal (Minimum of 12 - 32oz bottles per Case)	TANK TONIC (12 X 32 OZ CASE) #12034198	30	CASE	\$ 551.2500	\$ 16,537.50
4	Fuel Testing/Analysis Services (Per Test)	DIESEL FUEL TESTING SAMPLE MAILER KIT #10072940 DIESEL FUEL TESTING #10185449	300	EACH	\$ 82.6900	\$ 24,807.00
Total Bid Cost					\$	369,969.50

Vendor: CERTIFIED LABORATORIES
Contact Name: TONI L. BOYD, BID MGR
Phone Number: 972-438-0563
Email: CertifiedLabs.BidDepartment@nch.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane 16th Floor Dallas TX 75231-TX	CONTACT NAME: Elizabeth Gilbert PHONE (A/C, No, Ext): 972-770-1600 E-MAIL ADDRESS: Elizabeth_Gilbert@mhbt.com	FAX (A/C, No): 972-770-1699	
	INSURER(S) AFFORDING COVERAGE		
INSURED NCHCOR1 Certified Laboratories, div of NCH Corp 2727 Chemsearch Blvd. Irving, TX 75062	INSURER A: ACE American Insurance Company		NAIC # 22667
	INSURER B: Aspen Specialty Insurance Company		10717
	INSURER C: ACE Property & Casualty Insurance C		20699
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2015308031

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ERAEYV717	4/30/2017	4/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH09056300	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXAEYVA17 XOOG27978411002	4/30/2017 4/30/2017	4/30/2018 4/30/2018	EACH OCCURRENCE \$See Limits AGGREGATE \$Below \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC64409505	4/30/2017	4/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Policy #XOOG27978411002 covers excess of primary Automobile Liability #ISAH09056300 and Employers Liability #WLRC64409505
Excess Liability #EXAEYVA17 covers excess of primary General Liability #ERAEYV717

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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