



Purchasing Division  
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State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 494116

Doc Description: 6619C011-CALCIUM MAGNESIUM ACETATE AND A PRE-WETTING AGENT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-13	2018-12-13 13:30:00	CRFQ 0803 DOT1900000045	1

**BID RECEIVING LOCATION**

BID CLERK  
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 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

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 DIVISION

**VENDOR**

Vendor Name, Address and Telephone Number: Schoenberg Salt Company Inc  
 P.O. Box 128  
 3345 Royal Ave, 2nd Floor  
 Oceanside, NY 11572  
 800-221-5105

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X *Matthew Schmitz*

FEIN # 11-1299980

DATE 12/10/18

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

**ADDITIONAL INFORMATION:**

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DIVISION OF HIGHWAYS TO ESTABLISH AN OPEN-END CONTRACT FOR CALCIUM MAGNESIUM ACETATE AND A LOW CORROSIVE PRE-WETTING AGENT TO BE USED ON THE NEW RIVER GORGE BRIDGE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE FAYETTE COUNTY HEADQUARTERS 3121 MAIN ST OAK HILL WV25901 US		DIVISION OF HIGHWAYS DISTRICT NINE FAYETTE COUNTY HEADQUARTERS 3121 MAIN ST OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CALCIUM MAGNESIUM ACETATE	100.00000	TON		

Comm Code	Manufacturer	Specification	Model #
47131823	<i>MKS</i>	<i>Sodium Formate</i>	<i>SFORM-2205NA-TOTE</i>

**Extended Description :**

CALDIUM MAGNESIUM ACETATE FOR USE IN THE DEICING OF THE NEW RIVER GORGE BRIDGE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE FAYETTE COUNTY HEADQUARTERS 3121 MAIN ST OAK HILL WV25901 US		DIVISION OF HIGHWAYS DISTRICT NINE FAYETTE COUNTY HEADQUARTERS 3121 MAIN ST OAK HILL WV 25901 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	LOW CORROSIVE PRE-WETTING AGENT NO CHLORIDES	800.00000	GL		

Comm Code	Manufacturer	Specification	Model #
47131823	<i>NASI</i>	<i>Potassium Acetate</i>	<i>ADM-2756-TOTE</i>

**Extended Description :**

LOW CORROSIVE PRE-WETTING AGENT NO CHLORIDE FOR USE IN THE DEICING OF THE NEW RIVER GORGE BRIDGE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-11-16

<b>DOT1900000045</b>	<b>Document Phase</b> Final	<b>Document Description</b> 6619C011-CALCIUM MAGNESIUM ACETATE AND A PRE-WETTING AGENT	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Exhibit A Pricing Page**

**CRFQ DOT1900000045**

**Item 1 Calcium Magnesium Acetate**

<b>Delivery Location</b>	<b>Estimated Quantity</b>	<b>Unit Cost Per Ton</b>	<b>TOTAL</b>
Fayette County - Oak Hill	100 Tons	IceCare Sodium Formate \$1,700.00 ( <del>\$1,874.25/Metric Ton</del> )	IceCare Sodium Formate \$170,000.00 €

**Item 2 Pre-Wetting Agent No-Chlorides**

<b>Delivery Location</b>	<b>Estimated Quantity</b>	<b>Unit Cost Per Gallon</b>	<b>TOTAL</b>
Fayette County - Oak Hill	800 Gallons	\$7.24	\$5,792.00

<b>GRAND TOTAL (Items 1 and 2)</b>	\$175,792.00
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**REQUEST FOR QUOTATION  
CRFQ DOT19C0000045  
Calcium Magnesium Acetate and Low Corrosive Pre-wetting Agent  
(6619C011)**

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Contract Manager: Matthew Schneider  
Telephone Number: 800-221-5105 # 120  
Fax Number: 877-547-8675  
Email Address: matt@gosalt.com

## IceCare SF vs CMA

IceCare Sodium Formate is a Non-Chloride alternative to most Calcium Magnesium Acetate (CMA) Applications, especially concerning Corrosion. IceCare SF has been tested and meets/exceeds AMS1431D, for airside use and is used by Airports Across the Country. To my knowledge, no CMA has passed this same testing.

IceCare SF is effective down to 0 Degrees Farenheit where CMA has the same melting capacity as Rock Salt (~18 Degrees Farenheit).

IceCare Sodium Formate comes with a 5 yearshelf-life when stored indoors and in the original packaging. IceCare SF is available in Metric Ton Sacks of 2,205lb Each, when ordering there are 20 Sacks per truckload.

Matthew Schneider



Schoenberg Salt - President

# TECHNICAL DATA SHEET



## Typical Properties

<u>Parameter</u>	<u>Unit of Measure</u>	<u>Limits</u>
Potassium Acetate, as CH <sub>3</sub> COOK	w/w%	49-51
Moisture	w/w%	49-51
pH (neat)	SI	9.5-10.5
Refractive Index		1.39-1.40
<b>Physical Properties**</b>		
Specific Gravity @ 20°C	Water=1	1.27-1.30
Density	lbs/gal	10.58-10.83
	kg/L	1.27-1.30
Approximate salt out temperature	°C/°F	-58/-72
Viscosity, 20°C	cPs	5.5
0°C	cPs	11.4
-10°C	cPs	29.3
-20°C	cPs	35.9
-30°C	cPs	74.4
-40°C	cPs	184.5
Appearance		Clear, nearly colorless liquid

\*\*INFORMATIONAL ONLY

THE INFORMATION SET FORTH ON THIS DATA SHEET IS BELIEVED TO BE ACCURATE AS OF THE PRESENT DATE. SINCE THE ACTUAL USE BY OTHERS IS BEYOND OUR CONTROL, IT IS THE PURCHASER'S/USER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE PRODUCT FOR THEIR OWN USE AND PURPOSE. NACHURS ALPINE SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED, IMPLIED OR FITNESS FOR A PARTICULAR PURPOSE. NACHURS ALPINE SOLUTIONS NEITHER ASSUMES RESPONSIBILITY REGARDING THE ACCURACY OR SUITABILITY OF SUCH INFORMATION OR PRODUCT FOR APPLICATION TO PURCHASER'S INTENDED USE OR PURPOSE NOR FOR THE CONSEQUENCES OF ITS USE. NO SUGGESTIONS FOR USE ARE INTENDED, AND NOTHING HEREIN SHALL BE CONSTRUED AS A RECOMMENDATION TO INFRINGE ANY EXISTING PATENTS OR TO VIOLATE ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS. REV: 12222016

800-423-4877 TOLL FREE

740-522-8700 OFFICE

740-522-8824 FAX



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421 Locust Street

Atlanta, GA 30302

www.nachurs-ice.com



# SAFETY DATA SHEET

Name of Product:

Alpine Ice-Melt

Product #: See Section 1  
Revision Date: May 19, 2016

## SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Alpine Ice-Melt  
SYNONYMS: Deicing Fluid, Anticing Fluid  
PRODUCT CODES: 1000008, 1000037, 1000102, F000138, F000273, F000277, F000278, F000318

MANUFACTURER: Nachurs Alpine Solutions Industrial

CORPORATE ADDRESS: 421 Leader Street  
Marion, OH 43302, United States

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

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

CHEMICAL NAME: Potassium Acetate  
CHEMICAL FAMILY: Organic acid, potassium salt  
CHEMICAL FORMULA: CH<sub>3</sub>COOK

PRODUCT USE: Deicing fluid, Anticing fluid.

PREPARED BY: Nachurs Alpine Solutions Technical Services

## SECTION 2: HAZARDS IDENTIFICATION

### GHS ELEMENTS:

Hazard Classification: Eye Irritation (Category 2B).

Pictogram: None.

Signal Word: Warning

Hazard Statements: Causes eye irritation.

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

### POTENTIAL HEALTH EFFECTS

EYES: May cause irritation.  
SKIN: May cause irritation.  
INGESTION: May cause irritation.  
INHALATION: May cause irritation.

ACUTE HEALTH HAZARDS: Causes eye irritation. Possible skin irritation.

CHRONIC HEALTH HAZARDS: None known.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: None known.

### CARCINOGENICITY:

OSHA: No  
ACGIH: No



# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **Alpine Ice-Melt**

Revision Date: May 19, 2016

NTP: No  
IARC: No  
CA Prop 65: No

## SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

INGREDIENT:			CAS No.
	Potassium Acetate	50%	127-08-2
	<b>Water</b>	<b>50%</b>	<b>7732-18-5</b>
	Corrosion Inhibitor	<1%	Proprietary

SARA 313 REPORTABLE: N/A

OSHA PEL-TWA: N/A

OSHA PEL-STEL: N/A

OSHA PEL CEILING: N/A

ACGIH TLV-TWA: N/A

ACGIH TLV-STEL: N/A

ACGIH TLV CEILING: N/A

## SECTION 4: FIRST AID MEASURES

EYES: Flush with water immediately and thoroughly for 15 minutes. If irritation persists, seek medical attention.

SKIN: Thoroughly wash with soap and water. If irritation persists, seek medical attention.

INGESTION: If victim is conscious and alert, give milk or water to drink. Seek medical attention.

INHALATION: Remove to fresh air. If not breathing, give artificial respiration. Seek medical attention.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: Treat symptomatically.

## SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR: Not flammable.

FLASH POINT: N/A

METHOD USED: N/A

AUTOIGNITION TEMPERATURE: N/A

### NFPA HAZARD CLASSIFICATION

HEALTH: 1  
FLAMMABILITY: 0  
REACTIVITY: 0  
OTHER: 0

### HMIS HAZARD CLASSIFICATION

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

EXTINGUISHING MEDIA: Water or media suitable for surrounding material.

SPECIAL FIRE FIGHTING PROCEDURES: Proper safety equipment to include SCBA operated in positive pressure mode.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Carbon monoxide and/or carbon dioxide may be released.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon monoxide and/or carbon dioxide.

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **Alpine Ice-Melt**

Revision Date: May 19, 2016

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## SECTION 6: ACCIDENTAL RELEASE MEASURES

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ACCIDENTAL RELEASE MEASURES: Confine the spill to a diked area or sump, if possible, and recover as much of the product as possible. Place in suitable containers. Dispose in accordance with all federal, state, and local regulations.

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## SECTION 7: HANDLING AND STORAGE

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HANDLING AND STORAGE: Keep in a cool dry, well-ventilated place. Keep container tightly closed. Store in suitable containers made of mild steel, stainless steel, plastic or fiberglass. Wear suitable personal protective equipment.

OTHER PRECAUTIONS: Always use good safety and industrial hygienic practices.

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## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

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ENGINEERING CONTROLS: Good hygienic operating protocols are always recommended.

VENTILATION: Provide local ventilation as necessary.

RESPIRATORY PROTECTION: Respiratory protection is not normally required unless excessive heat or reaction results in release of carbon dioxide or carbon monoxide. In enclosed spaces, these gases can displace oxygen causing possible suffocation, thus use a self-contained breathing apparatus. Do not use air purifying respirators.

EYE PROTECTION: Safety goggles and full face shield.

SKIN PROTECTION: Rubber gloves.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

WORK HYGIENIC PRACTICES: Wash hands thoroughly after handling.

EXPOSURE GUIDELINES: N/A

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## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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APPEARANCE: Clear, nearly colorless liquid. May be dyed per customer request, generally clear blue or clear green.

ODOR: Mild odor.

ODOR THRESHOLD: No data available.

PHYSICAL STATE: Liquid.

pH AS SUPPLIED: 9.0 - 11.0

MELTING POINT: Unknown

FREEZING POINT: F°: -72  
C°: -58

BOILING POINT: >200°F  
>93.3°C

FLASH POINT: N/A

METHOD USED: N/A

EVAPORATION RATE: N/A

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **Alpine Ice-Melt**

Revision Date: May 19, 2016

FLAMMABLE LIMITS IN AIR:	Not flammable.		
VAPOR PRESSURE (mmHg):	No data available.		
VAPOR DENSITY (AIR = 1):	No data available.		
SPECIFIC GRAVITY (20°C):	1.28 kg/L		
DENSITY (20°C):	1.28 kg/L 10.65 LBS/GAL		
SOLUBILITY IN WATER:	Complete		
PARTITION COEFFICIENT:	n-octanol/water – N/A		
PERCENT SOLIDS BY WEIGHT:	50		
PERCENT VOLATILE:	50		
VOLATILE ORGANIC COMPOUNDS (VOC):	None		
AUTOIGNITION TEMPERATURE:	N/A		
VISCOSITY:	<u>Temperature °C</u>	<u>cSt.</u>	<u>cPs.</u>
	20	4.7	6.0
	0	9.8	12.5
	-10	16.5	21.1
	-20	30.6	39.1

## SECTION 10: STABILITY AND REACTIVITY

	STABLE	UNSTABLE
STABILITY:	x	
CONDITIONS TO AVOID (STABILITY):	Extreme heat.	
INCOMPATIBILITY (MATERIAL TO AVOID):	Strong acids or strong oxidizing agents.	
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS:	Carbon monoxide and/or carbon dioxide.	
HAZARDOUS POLYMERIZATION:	Will not occur.	

## SECTION 11: TOXICOLOGICAL INFORMATION

TOXICOLOGICAL INFORMATION:	EPA 40CFR797.1300 Daphnid Acute Toxicity: 48 hour LC <sub>50</sub> : 2825 mg/L EPA 40CFR797.1400 Fish Acute Toxicity: 96 hour LC <sub>50</sub> : 2925 mg/L
ACUTE TOXICITY:	LD50 (Rat, Oral): 3250 mg/kg

## SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION:	BOD: 0.21 kg O <sub>2</sub> /kg COD: 0.35 kg O <sub>2</sub> /kg
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# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **Alpine Ice-Melt**

Revision Date: May 19, 2016

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## SECTION 13: DISPOSAL CONSIDERATIONS

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

RCRA HAZARD CLASS: No.

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## SECTION 14: TRANSPORT INFORMATION

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### U.S. DEPARTMENT OF TRANSPORTATION:

#### GROUND TRANSPORTATION:

PROPER SHIPPING NAME: Alpine Ice-Melt  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENT: N/A

#### WATER TRANSPORTATION (IMDG):

PROPER SHIPPING NAME: Alpine Ice-Melt  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENTS: N/A

#### AIR TRANSPORTATION (IATA):

PROPER SHIPPING NAME: Alpine Ice-Melt  
HAZARD CLASS: N/A  
ID NUMBER: N/A  
PACKING GROUP: N/A  
LABEL STATEMENTS: N/A

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## SECTION 15: REGULATORY INFORMATION

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### CHEMICAL INVENTORY LISTS:

TSCA (U.S. Toxic Substances Control Act):	Yes
TSCA Section 12(b):	No
DSL (Canadian Domestic Substances List):	Yes
EINCS (European Inventory of Existing Commercial Chemical Substances):	Yes
AICS (Australia):	Yes
IECSC (China):	Yes
ENCJ (Japan):	Yes

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

CLEAN AIR ACT (CAA): Contains no priority air pollutants.

CLEAN WATER ACT (CWA): Contains no priority water pollutants.

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## SECTION 16: OTHER INFORMATION

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**DISCLAIMER:** The information contained herein is offered only as a guide to the handling of this specific material and has been prepared in good faith by technically knowledgeable personnel. It is not intended to be all-inclusive and the manner and conditions of use and handling may involve other and additional considerations. No warranty of any kind is given or implied and Nachurs Alpine Solutions will not be liable for any damages, losses, injuries or consequential damages which may result from the use or reliance on any information contained herein.

"NASI" is a trademark of Nachurs Alpine Solutions.

Revision: 19 May 2016

# IceCare

## Sodium Formate Runway Deicer

### Spec Sheet

#### DESCRIPTION

IceCare is a solid granular sodium formate runway deicer that has 98% minimum active ingredient. This solid deicer and anti-icer is fast-acting and environmentally acceptable for use on all airside operational surfaces as well as landside applications. IceCare - Solid Runway Deicer is manufactured to meet the strict performance and ecological requirements of AMS 1431D. IceCare - Solid is a highly effective substitute for urea for general airport.

#### APPLICATION

##### DEICING

The primary purpose of the chemical deicing is not to melt surface ice, but rather to diffuse down through the snow and ice to break the bond between frozen precipitation and the runway.

##### ANTI-ICING

The most cost effective way to utilize solid deicer is by preventing frozen precipitation from sticking. The presence of residual IceCare on the operational surface after deicing serves as an effective anti-icing agent.

##### PREWETTING

Prewetting is not necessary. However, if desired, apply at a ratio of 70 parts solid IceCare to 30 parts liquid (PA-type).

#### EQUIPMENT

Conventional mechanical spreaders are acceptable. A combination spreader or one which "prewets" the solid at the spinner with a liquid deicer/anti-icer is highly recommended for maximum performance.

#### STORAGE AND HANDLING

Airport IceCare - Solid should be stored in its original container in a cool, dry, well-ventilated area to avoid moisture pick-up and caking. During the deicing season, unused portions of IceCare can be stored in piles, protected precipitation, without caking difficulties. When handling IceCare, avoid contact with skin and eyes.

#### SPECIFICATIONS

**APPEARANCE:** White, irregular crystalline solid

**ACTIVE INGREDIENT:** Minimum 98%.

**FREEZE POINT:** Effective to 0°F

**SPECIFIC GRAVITY:** 0.92 - 0.95 @ 68°F

**pH (10% solution):** 9.5 - 11.0

**FLASH POINT (CC):** Nonflammable

**SOLUBILITY IN WATER:** Yes

**BIODEGRADABILITY:** > 90%

#### SAFETY AND THE ENVIRONMENT

Tests have shown IceCare solid runway deicer is readily biodegradable with low COD/BOD and aquatic toxicity. Always read and understand Material Safety Data Sheets before using the product.

#### BENEFITS

- Effective down to 0°F
- 98% minimum active ingredient
- Application rate 50% - 60% of urea
- Can be applied with existing spreading equipment
- Nitrogen and phosphate-free
- Does not deteriorate under heat
- Low BOD
- 75% less dust
- 5 year + shelf-life, when stored indoors in original packaging



**IceCare™**  
**Sodium Formate Runway Deicer**  
**Application Guidelines**

This chart is designed to be used as a guideline for general airport runway deicing and anti-icing. Your situations will always vary depending on relative humidity, dew point, and wind conditions. For deicing it is best to start at a rate of 10 to 20 grams IceCare per square meter (1.5 to 5 pounds per 1000 square feet) of pavement. Adjustments, plus/minus can be made from there. Allow enough time for IceCare to penetrate the snow pack or ice before plowing or brooming. IceCare penetrates faster at higher temperatures. It also has a residual effect once the frozen precipitation has been removed however it is best to re-apply when snow/freezing rain first starts accumulating to keep it from bonding to the surface.

**Recommended Application rates in grams per square meter of pavement:**

<b>De-icing situation</b>	<b>Ambient temperature 0 to -5 degrees C</b>	<b>Ambient temperature -5 to -10 degrees C</b>	<b>Ambient temperature -10 to -14</b>
Packed snow, 1.25 to 2.5 cm	19 to 26.5	26.5 to 35	35 to 41
Packed snow, Less than 1.25 cm	7 to 15	15 to 22.5	22.5 to 30
Black ice, <0.25 cm	22.5 to 30	30 to 37.5	37.5 to 45

**Recommended Application rates in pounds per 1000 square feet of pavement:**

<b>De-icing situation</b>	<b>Ambient temperature 20 to 32 degrees F</b>	<b>Ambient temperature 10 to 20 degrees F</b>	<b>Ambient temperature 0 to 10 degrees F</b>
Packed snow, ½" to 1"	4 to 5.5	5.5 to 7	7 to 8.4
Packed snow, Less than ½"	1.4 to 3	3 to 4.6	4.6 to 6.1
Black ice, <1/10"	4.5 to 6.1	6.1 to 7.7	7.7 to 9.2

**IceCare Anti-icing:**

When expectations of freezing rain or wet snow, use 22.5 to 45 grams per square meter (4.5 to 9.2 pounds per 1000 square) of pavement.



# SAFETY DATA SHEET

Product #: See Section 1

Name of Product:  
**IceCare**

Revision Date: Nov. 10, 2016

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## SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

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PRODUCT NAME: IceCare  
SYNONYMS: Formic acid sodium salt  
PRODUCT CODES: I000165; I000166; I000167; F000429; F000430; F000431

COMPANY IDENTIFICATION: NACHURS ALPINE SOLUTIONS

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

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

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

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

PRODUCT USE: Solid Deicer

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## SECTION 2: HAZARDS IDENTIFICATION

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GHS ELEMENTS:  
Hazard Classification: Eye Irritation (Category 2B).

Hazard Not Otherwise Classified (HNOC): Skin Irritation (Category 3)  
Acute Toxicity – Inhalation (Category 5).

Pictogram: None Required.

Signal Word: Warning

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

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

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

ACUTE HEALTH HAZARDS: N/A

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **IceCare**

Revision Date: Nov. 10, 2016

CHRONIC HEALTH HAZARDS: N/A

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: N/A

CARCINOGENICITY:

OSHA: N/A  
ACGIH: N/A  
NTP: N/A  
IARC: N/A  
OTHER: N/A

SECTION 2 NOTES: Human health effects of overexposure may cause skin or eye irritation or skin rash, tearing, or blurring of vision.

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENT:	Sodium Formate Corrosion Inhibitor	>98% <2.0%	CAS# 141-53-7 Proprietary
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SARA 313 REPORTABLE: N/A

OSHA PEL-TWA: N/A

OSHA PEL STEL: N/A

OSHA PEL CEILING: N/A

ACGIH TLV-TWA: N/A

ACGIH TLV STEL: N/A

ACGIH TLV CEILING: N/A

## SECTION 4: FIRST AID MEASURES

EYES: Flush with water immediately and thoroughly for 15 minutes. If irritation persists, seek medical attention.

SKIN: May be harmful if absorbed through skin. May cause skin irritation. Wash thoroughly with soap and water. If irritation persists, seek medical attention.

INGESTION: No specific intervention is indicated as compound is not likely to be hazardous by ingestion. Consult a physician if necessary.

INHALATION: May be harmful if inhaled. May cause respiratory tract irritation. If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

NOTES TO PHYSICIANS OR FIRST AID PROVIDERS: N/A

## SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABILITY: Not flammable.

FLAMMABLE LIMITS IN AIR:  
(% BY VOLUME) UPPER: N/A  
LOWER: N/A

FLASH POINT: >200°F (93°C)

METHOD USED: Tagged closed cup.

AUTOIGNITION TEMPERATURE: N/A



# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **IceCare**

Revision Date: Nov. 10, 2016

## NFPA HAZARD CLASSIFICATION:

HEALTH: 1  
FLAMMABILITY: 0  
REACTIVITY: 0  
OTHER: 0

## HMS HAZARD CLASSIFICATION

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

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

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

UNUSUAL FIRE AND EXPLOSION HAZARDS: None.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides, Sodium/sodium oxides

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## SECTION 6: ACCIDENTAL RELEASE MEASURES

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

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## SECTION 7: HANDLING AND STORAGE

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

OTHER PRECAUTIONS: N/A

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## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

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

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

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

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

SKIN PROTECTION: Rubber or plastic gloves.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

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

EXPOSURE GUIDELINES: See section 2.

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## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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APPEARANCE: white granules

ODOR: slight specific odor.

ODOR THRESHOLD: No data available.

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: IceCare

Revision Date: Nov. 10, 2016

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PHYSICAL STATE:	Solid/crystalline granular
pH:	9.5 – 11.0 (10% solution)
BOILING POINT:	F°: Unknown C°: Unknown
MELTING POINT:	F°: >608 C°: >320
FREEZING POINT:	F°: N/A C°: N/A
FLASH POINT:	F°: >200 C°: >93
METHOD USED:	Tagged Closed Cup
EVAPORATION RATE:	N/A
FLAMABILITY:	Not flammable.
FLAMMABLE LIMITS IN AIR: (% BY VOLUME)	UPPER: N/A LOWER: N/A
VAPOR PRESSURE (mmHg):	N/A
SPECIFIC GRAVITY (kg/m <sup>3</sup> ):	Unknown
BULK WEIGHT (lbs/ft <sup>3</sup> ):	59.3
VAPOR DENSITY (AIR = 1):	N/A
DENSITY @ 20°C	0.92-0.95 kg/L
SOLUBILITY IN WATER:	soluble (>3.75 lbs./gal.)
PARTITION COEFFICIENT:	n-octanol/water – N/A
PERCENT SOLIDS BY WEIGHT:	>98
PERCENT VOLATILE:	N/A
VOLATILE ORGANIC COMPOUNDS (VOC):	N/A
AUTOIGNITION TEMPERATURE:	N/A
THERMON DECOMPOSITIONS:	<250°C
MOLECULAR WEIGHT:	174.2

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **IceCare**

Revision Date: Nov. 10, 2016

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## SECTION 10: STABILITY AND REACTIVITY

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	STABLE	UNSTABLE
STABILITY:	x	
CONDITIONS TO AVOID (STABILITY):	Prevent contamination with other chemicals	
INCOMPATIBILITY (MATERIAL TO AVOID):	Contact with acids	
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS:	Thermal decomposition may generate carbon monoxide and carbon dioxide.	
HAZARDOUS POLYMERIZATION:	Will not occur.	
CONDITIONS TO AVOID (POLYMERIZATION):	N/A	

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## SECTION 11: TOXICOLOGICAL INFORMATION

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TOXICOLOGICAL INFORMATION:	Acute oral toxicity LD50: >2000 mg/kg (rats).IE Acute inhalation toxicity LC50: >670 mg/m <sup>3</sup> (dust, rats, 4 hrs.). Skin irritation: nonirritant (Rabbits). Eye irritation: nonirritant (Rabbits).
SECTION 11 NOTE:	Toxicity data of a product with a comparable composition. Significant exposure to this chemical may adversely affect people with a chronic disease of the respiratory system, skin and/or eyes.

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## SECTION 12: ECOLOGICAL INFORMATION

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ECOLOGICAL INFORMATION:	Biological elimination: >90% (Static test, 7 days) DIN 38 412-L25) Toxicity to bacteria ECo:> 10000 (OECD 209, after 3 hours) Chemical oxygen demand COD: - 211 mg oxygen/g. (DIN 38409-H41) Daphnia acute toxicity ECo: 3.3 g/l (24h); 3.2 g/l (48h) EC50: 4.8 g/l (24h); 4.4 g/l (48h) Fish Toxicity LC50:.1000 mg/l (96 h, Zebra fish, OECD 203)
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## SECTION 13: DISPOSAL CONSIDERATIONS

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WASTE DISPOSAL METHOD:	Reclaim and reuse as much as possible. Dispose in accordance with all federal, state, and local regulations.
RCRA HAZARD CLASS:	N/A

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## SECTION 14: TRANSPORT INFORMATION

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### U.S. DEPARTMENT OF TRANSPORTATION:

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

### WATER TRANSPORTATION:

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

# SAFETY DATA SHEET

Product #: See Section 1

Name of Product: **IceCare**

Revision Date: Nov. 10, 2016

## AIR TRANSPORTATION:

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

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## SECTION 15: REGULATORY INFORMATION

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### U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT):	Yes
CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT):	No
SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):	N/A
311/312 HAZARD CATEGORIES:	Yes; Acute
313 REPORTABLE INGREDIENTS:	N/A

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## SECTION 16: OTHER INFORMATION

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### **PREPARATION INFORMATION:**      *Technical Services*

**DISCLAIMER:**      The information contained herein is offered only as a guide to the handling of this specific material and has been prepared in good faith by technically knowledgeable personnel. It is not intended to be all-inclusive and the manner and conditions of use and handling may involve other and additional considerations. No warranty of any kind is given or implied and NACHURS ALPINE SOLUTIONS will not be liable for any damages, losses, injuries or consequential damages which may result from the use or reliance on any information contained herein.

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NEW ISSUE: 10 NOV 2016

## **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: November 16, 2018 at 10:00 AM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Rink@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:**

**BUYER:** Crystal Rink  
**SOLICITATION NO.:** CRFQ DOT1900000045  
**BID OPENING DATE:** December 13, 2018  
**BID OPENING TIME:** 1:30 PM 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:** December 13, 2018 at 1:30 PM EST

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

## **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:** **Initial Contract Term:** This Contract becomes effective on on award and extends for a period of one 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 two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000 (SEE BELOW) per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE\*\***
- \*\*CERTIFICATE HOLDER SHALL READ AS FOLLOWS:  
STATE OF WV  
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305**
- 
-

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

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



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

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

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

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

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

**41. 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.

Revised 06/08/2018

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

**42. 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.

**43. 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.

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

**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.

Matthew Schneider, President  
(Name, Title)  
Matthew Schneider, President  
(Printed Name and Title)  
3345 Royal Avenue, 2nd Floor Oceanside NY 11572  
(Address)  
P: 800-221-5105 x1120 F: 877-547-8675  
(Phone Number) / (Fax Number)  
matt@gosalt.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.

Schoenberg Salt Company Inc.  
(Company)  
Matthew Schneider - President  
(Authorized Signature) (Representative Name, Title)  
Matthew Schneider - President  
(Printed Name and Title of Authorized Representative)  
12/10/2018  
(Date)  
P: 800-221-5105 x1120 F: 877-547-8675  
(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT1900000046**

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

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

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Schoenberg Salt Company Inc.

Authorized Signature

Matthew Schmeidler

Date

12/10/18

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000045**  
**Calcium Magnesium Acetate and Low Corrosive Pre-wetting Agent**  
**(6619C011)**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Calcium Magnesium Acetate and a Low Corrosive Pre-wetting Agent to be used on the New River Gorge Bridge.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.2 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.
  
  - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
  
  - 2.8 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
  
  - 2.9 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11,

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000645**  
**Calcium Magnesium Acetate and Low Corrosive Pre-wetting Agent**  
**(6619C011)**

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105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3,  
107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the 2018 Supplemental) using the Attachment A Standard Specifications Order Form and sent to:

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

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

**3.2 Minimum Material Requirements:**

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

Composition: A nominal 3/7 CMA of this analysis:

$Ca_xMg_y(C_2H_3O_2)_2(x+y)$

x = 3 to 4

y = 7 to 6

CMA 91% Minimum

Water (Free and Hydration) 5% Maximum

Water-Insoluble Material 4% Maximum

Particle Size: Sieve 4 90% minimum

Sieve 14 10% Maximum

Particle Shape: Hard, Angular, Asymmetrical Granules

Specific Gravity: Minimum 1.2

Bulk Density: 40 lb/ft<sup>3</sup> to 44 lb/ft<sup>3</sup>

Residual Base: Maximum 0.4 meg base/gm sample

Product pH: pH 8 to 10 in a 10% solution

**3.2.2 Low Corrosive Pre-wetting Agent/No Chlorides**

Density: At 68° F. 10.7 lbs/gallon

Viscosity: At 68°F. 10 cp maximum

**REQUEST FOR QUOTATION**  
**CRFQ DOT19C0000045**  
**Calcium Magnesium Acetate and Low Corrosive Pre-wetting Agent**  
**(6619C011)**

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

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

**3.3 Sampling and Testing:**

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

West Virginia Division of Highways  
Materials Section  
190 Dry Branch Road  
Charleston, WV 25306

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

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on both Contract Items. A Contract will be awarded to the Vendor that provides the lowest Unit Cost, per Ton, for Contract Item #1 and to the Vendor that provides the lowest Unit Cost, per Gallon, for Contract Item #2.
- 4.2 Pricing Pages:** Vendors should complete the Pricing Page by providing delivery unit prices for each Contract Item. Vendors may bid one or both items on the Pricing Page.

Vendors should be cautioned as the quantities listed are estimates only. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery whether more or less than the quantities shown. No future use of the Contract or any individual item is guaranteed or implied.

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000045**  
**Calcium Magnesium Acetate and Low Corrosive Pre-wetting Agent**  
**(6619C011)**

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Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor 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. 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.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed at the time of order. Vendor shall deliver emergency orders within an established acceptable time frame, agreed upon by the WVDOH and the vendor, after orders are received. Vendor shall ship all orders in accordance with the established delivery date and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery date, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing within five (5) days 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

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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 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.

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**CRFQ DOT190000045**  
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- 7.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.
- 8. **MISCELLENEOUS:**
  - 8.1 **No Substitutions:** The 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:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
  - 8.3 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased, and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
  - 8.4 **Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract manager and his or her contact information below.