

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Nachurs Alpine Solutions, LLC, with a principal place of business in Marion, Ohio (the "Contractor") that the contract between them originally dated as of February 1, 2017, Contract #39427, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from January 31, 2020 to November 15, 2020.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 1 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**NACHURS ALPINE SOLUTIONS, LLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
109 State St  
Montpelier VT 05609-3001  
USA

# CONTRACT



**Supplier 0000381570**  
**Nachurs Alpine Solutions, LLC**  
**NAS Industrial**  
**Dept 781191**  
**PO Box 78000**  
**Detroit MI 48278-1191**  
**USA**  
**Phone #:**

<b>Contract ID</b> 0000000000000000000039427	<b>Page</b> 1 of 2
<b>Contract Dates</b> 02/01/2017 to 01/31/2020	<b>Origin</b> CP
<b>Description:</b> Potassium Acetate ice melter	<b>Contract Maximum</b> \$992,343.00
<b>Buyer Name</b> Trevor R Lewis	<b>Buyer Phone</b> Closed

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Potassium Acetate, Liquid, Alpine RF-11, I000093.	EA	0.00000	0.00	0.00

1) 275 Gallon Totes. \$7.42 per Gallon for \$2,040.50 per Tote.  
Min Order: Two (2) Totes @ \$4,081.00

2) Delivery in Bulk. Minimum 4,400 Gallon delivery @ \$4.60 per Gallon.

Price includes delivery to :  
- 1002 Airport Road, North Clarendon, VT 05759  
- 186 Industrial Lane, Berlin VT 05641

This entry is for informational and recordkeeping purposes driven by the VISION constraint that a vendor number and associated IRS Tax ID number cannot be changed without creating a new contract.

This relates to the contract that, prior to this informational and recordkeeping entry, has been Contract number 37668.

There is no change in the substantive content of the contract, and there is no change in the identity of the contractor.

The contractor, Nachurs Alpine Solutions, LLC, remains in uninterrupted and unchanged form.

Nachurs Alpine Solutions, LLC, is, for IRS purposes, a "disregarded entity" which means that it uses the IRS Tax ID number of an upstream parent/ owner entity.

The upstream parent owner/ entity has changed, which means that, even though there has been no change or interruption in the identity of the contractor, Nachurs Alpine Solutions, LLC, the IRS Tax ID number used by Nachurs Alpine Solutions, LLC (the IRS Tax ID of its parent/owner entity) has changed (to the IRS Tax ID of the new parent/owner entity).

VISION can only apply a new IRS Tax ID number to a new, separate, VISION vendor, and that new VISION vendor cannot be substituted on the existing contract; VISION forces the creation of a new contract.

There are no changes in the contract terms.

State Commodity Procurement Administrator Trevor R. Lewis, the same person making this entry, has confirmed with Assistant Attorney General Jesse Moorman that in these specific circumstances neither an amendment or novation is required, and thus there is no need for a document with signatures by either State or contractor, and that this informational/ recordkeeping notation is all that is required.

THUS, DESPITE THE STRUCTURAL LIMITATIONS IMPOSED BY VISION, THE "OLD" CONTRACT REMAINS, WITHOUT CHANGE OR INTERRUPTION, THE "NEW" CONTRACT.

The new "contract" established by and with this recordkeeping entry is being set up with a maximum amount that represents the currently-unspent amount from the existing Contract number 33069.

The official Contract File for this contract, as kept by the Office of Purchasing & Contracting, will consist of the file formerly marked as Contract number 33069, except that the number will be changed to reflect the new VISION "contract" number associated with this informational and recordkeeping entry.

The one and only difference from the prior contract the maximum dollar amount being set in VISION in connection with this informational and recordkeeping entry represents the remaining unspent balance (\$992,343.00) on the old Contract Number 33069.

ADDITIONAL NOTE: AT AN INTERIM POINT CONTRACT 33069 (WHICH HAD BEEN WITH A DIFFERENT ENTITY, NACHURS ALPINE

