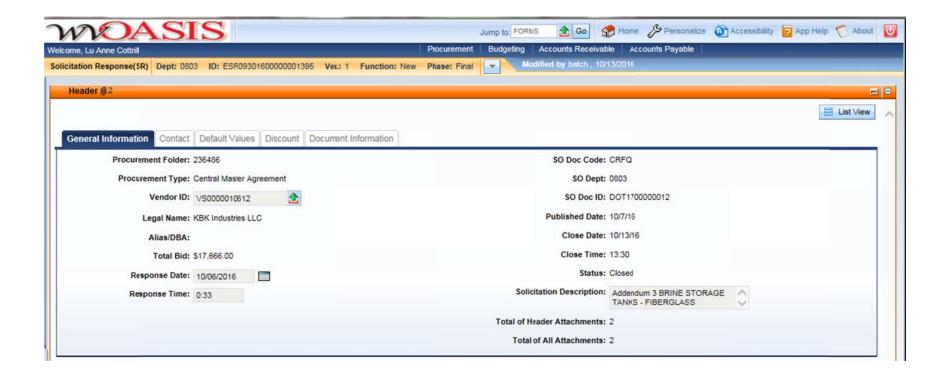


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia Solicitation Response

Proc Folder: 236486

Solicitation Description: Addendum 3 BRINE STORAGE TANKS - FIBERGLASS

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-10-13 13:30:00	SR 0803 ESR09301600000001395	1
			1

VENDOR

VS0000010612

KBK Industries LLC

Solicitation Number: CRFQ 0803 DOT1700000012

Total Bid: \$17,666.00 **Response Date:** 2016-10-06 **Response Time:** 00:33:57

Comments:

Thanks for the opportunity to quote your tanks! KBK would prefer to ship full loads with the maximum number of tanks to save West Virginia Freight costs. We can mix and match loads depending on the quantity of each tank size required. Should KBK be awarded, KBK Generated drawings must be approved prior to production of any size tank. KBK will deliver to each required location. Each location will be responsible for offloading and setting of the tank. Anchoring lugs will be provided on the tanks, anchor hardware and anchoring of the tanks to the tank pad will be the responsibility of the customer. Deliveries can start approx. 6 weeks from date of PO. KBK will schedule deliveries with location/regional managers as needed. The addendum to this solicitation was received. Thanks again for the opportunity. Please call or email with any questions. Kevin Baalmann KBK Industries

LLC Cell - 785-222-6029 kbaalmann@kbkindustries.com

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BRINE STORAGE TANKS - FIBERGLASS	1.00000	EA	\$3,950.000000	\$3,950.00

Comm Code	Manufacturer	Specification	Model #	
25102001				

Extended Description:

BRINE STORAGE TANKS - FIBERGLASS 2,500 GALLON TANK WITH CONNECTIONS 8' DIAMETER BY 8' SIDEWALL HEIGHT

Must order quantities in multiples of (5) for full load shipments. If multiple of (5) is not needed for this size, other sizes Comments: can be added for minimum load of three tanks on load. Deliveries to start 4-6 weeks from receipt of PO.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	BRINE STORAGE TANKS - FIBERGLASS	1.00000	EA	\$5,450.000000	\$5,450.00

Comm Code N	Manufacturer Page 1981	Specification	Model #
25102001			
Future de d. Decemination :	DDINE CTODACE TANKS	FIDEDOL ACC	

BRINE STORAGE TANKS - FIBERGLASS 6,100 GALLON TANK WITH CONNECTIONS 10' DIAMETER BY 10'-6" SIDEWALL HEIGHT Extended Description :

> Must order quantities in multiples of (4) for full load shipments. If multilple of (4) is not needed, other sizes can be added for minimum of three tanks on load. Deliveries to start 4-6 weeks from receipt of PO **Comments:**

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	BRINE STORAGE TANKS - FIBERGLASS	1.00000	EA	\$8,266.000000	\$8,266.00

Comm Code	Manufacturer	Specification	Model #	
25102001				

BRINE STORAGE TANKS - FIBERGLASS **Extended Description:** 10,000 GALLON TANK WITH CONNECTIONS 12' DIAMETER BY 12' SIDEWALL HEIGHT

> Must order quantities in multiples of (3) for full load shipment. If multiple of (3) is not needed, other sizes can be added **Comments:** for minimum of three tanks on load. Deliveries to start 4-6 weeks from receipt of PO

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: SWC1700000003

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.

(Check	the	bo	x next to each addendum rece	ivec	1)	
	[x]	Addendum No. 1]]	Addendum No. 6
	[x]	Addendum No. 2]]	Addendum No. 7
	[]	Addendum No. 3]]	Addendum No. 8
1	[]	Addendum No. 4]]	Addendum No. 9

Addendum Numbers Received:

[] Addendum No. 5

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.

[] Addendum No. 10

	Company
Kevin Baalmann	
to seems declared hill	Authorized Signature
10-5-16	
	Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



WARRANTY

KBK Industries, LLC (Seller) warrants to the original purchaser only, that its products which are the subject of this sale are free from defects in material or workmanship. The duration of this warranty is five (5) years from date of delivery. The products are deemed delivered when received by the Purchaser. If the Purchaser discovers within this period a defect in material or workmanship, it must promptly notify the Seller in writing. In no event shall such notification be received by Seller later than sixty (60) months from the date of delivery. Within a reasonable time after such notification, Seller will correct any defect in material or workmanship with replacement parts. Such repair including both parts and labor is at Seller's expense. If Seller is unable to repair the product after reasonable attempts, Seller will provide, at its option one of the following: (a) a replacement, or (b) full refund of the purchase price to Purchaser. These remedies are the Purchaser's exclusive remedies for breach of warranty.

In no case shall Seller be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. Any action of breach of warranty must be commenced within sixty (60) months following delivery of a product.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unless modified in writing signed by both parties, this agreement is understood to be a complete and exclusive agreement between the parties superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject manner of this agreement. No employee of Seller or any other parties are authorized to make any warranty in addition to this agreement.

The above written warranty is exclusive to the State of West Virginia for any and all tanks contracted to KBK Industries by result of a winning bid on Solicitation: DOT1700000012. The above warranty shall be valid for all delivered tanks during the entire awarded contract period.