



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.

Header 1

List View

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Procurement Folder: 847627

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000177210

SO Doc ID: DOT2100000105

Legal Name: WATSON BOWMAN ACME CORP

Published Date: 3/8/21

Alias/DBA:

Close Date: 3/30/21

Total Bid: \$52,590.00

Close Time: 13:30

Response Date: 03/09/2021

Status: Closed

Response Time: 12:05

Solicitation Description: FINGER DAM DRAIN TROUGH

Responded By User ID: Watson

Total of Header Attachments: 1

First Name: Joann

Total of All Attachments: 1

Last Name: Sykes

Email: joann.sykes@mbcc-grou

Phone: 716-817-5462

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	FINGER DAM DRAIN TROUGH	4.00000	EA	13147.500000	52590.00

Comm Code	Manufacturer	Specification	Model #
30121715			

Commodity Line Comments: Prices Include:
- 1/4" fabric reinforced neoprene per specification and detail trough elevataion detail

Extended Description:
FINGER DAM DRAIN TROUGH



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Watson Bowman Acme Corp.

95 Pineview Drive, Amherst, NY 14228

Phone: (716) 691-7566

Fax: (716) 691-9239

Original

SALES QUOTATION

Quotation Number	Quote Date	Bid Date	Page
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To: **Prospective Bidder - US**

,
US

Attn: -

Project Name

CRFQ-0803-DOT2100000077-1 Finger Dam Drain Trough

County/City	State/Province	Country
	WV	US

Sales Manager	Estimator
Jeremy Childers	Tom Dybas

Phone No	Email
704-310-0829	jeremy.childers@mbcc-group.com

We are pleased to submit this quotation for your acceptance. ANY CONTRACT ARISING FROM THIS QUOTATION SHALL BE EXPRESSLY LIMITED TO THE WATSON BOWMAN ACME Corp. ("COMPANY" OR "WBA") TERMS AND CONDITIONS OF SALE AVAILABLE UPON REQUEST OR BY VISITING OUR WEBSITE AT www.watsonbowmanacme.com, AND WBA OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. Your acceptance of this quotation shall be deemed an acceptance of these terms and conditions unless otherwise expressly consented to in writing by WBA. WBA reserves the right to modify or withdraw this quotation at any time. Raw material pricing used in this quotation is based upon current market material costs plus applicable surcharges as of the quotation date identified above. WBA reserves the right to revise pricing of any items identified herein upon notice to proceed with fabrication to account for raw material price increases beyond its control, including but not limited to, imposed import tariffs on Steel and Aluminum. All prices and material availability are subject to change without notice. All quotes to be confirmed at time of order. This quotation shall remain open for a period of 15 days from the quotation date identified above.

	Description	Quantity	UoM	Unit Price	Total
001	1/4" Fabric Reinforced Neoprene Trough per detail	4.00	EA	13,000.00	52,000.00

Thank You

Additional Expenses

Shipping Type: **ESTES EXPRESS LINE**

#	Description	Gross
1	.Shipping/Handling	590.00

Quotation Subtotal: **USD 52,000.00**

Additional Expenses: **USD 590.00**

Total: USD 52,590.00

Payment Term

NET 30 DAYS

Terms: F.O.B. place of shipment, 1.5% month service charge on past due accounts.

The Customer agrees and warrants that it will not export or re-export any Product or information received from WBA (or WBA's affiliates) in violation of United States export-control or customs laws or regulations. For details of the products quoted above, and our terms and conditions, visit our website at

<p>The above proposal is accepted</p> <p>Company: _____</p> <p>Buyer: _____</p> <p>Title: _____</p> <p>Purchase Order: _____ Date: _____</p> <p>Material Need Date: _____</p>	<p>Watson Bowman Acme</p> <p>By: <u>Jeremy Childers</u></p> <p>Title: <u>Sales Manager</u> Date: <u>02/05/2021</u></p>
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Quotation Notes

* Prices Include:

- 1/4" fabric reinforced neoprene per specification and detail trough elevataion detail
- 6"-diam outlet hole to be field punched to ensure accurate positioning.

* Prices Exclude:

- Any item not specifically identified as being included above.
- Removal, installation, and field measurements.
- Concrete, rebar or grout.

* All pricing firm for delivery within the current calendar year as defined by the bid date identified in this quotation. All invoices at time of material shipment(s) after December 31 of current calendar year shall include a two (2) percent escalation for each successive calendar year. WBAC reserves the right to apply price increases in addition to two (2) percent, at any time, per WBAC terms and conditions of sale and as noted on page 1 of this quotation.

* Documents utilized to develop this quote:

- Contract plans and specifications.
- Addendum number(s)

* No returns permitted on any pre-compressed foam products.

* No returns on chemical products.

* No returns permitted on non-standard or custom systems

* Shipping and handling prices are estimated at time of quotation and subject to change. Actual shipping and handling charges, including fuel and other surcharges, shall be determined and invoiced at time of shipment. Material shipments less than full truckloads for any purpose shall be invoiced at time of shipment and shall become a part of an overall shipping and handling charge. Debits of these or any other additional shipments shall not be made to the estimated shipping and handling price contained in this quotation. If shipping is arranged and paid for by any third party, service charges to cover proper storage, packaging, and loading materials shall apply.

* If shop drawings and fabrication are required, lead times may vary throughout the year. Please consult with your WBAC Regional Sales Manager regarding mutually agreeable project milestones and shipment requirements at time of order placement.

* If WBAC is instructed to proceed with engineering, shop drawing creation, and/or commencement of fabrication/production, and order is cancelled in part or whole, WBAC shall be paid for all costs incurred through date of cancellation.

* Prices do not include sales tax, use taxes, and duties/customs fees of any kind.

* Order acceptance subject to credit and export review if applicable.

Any use of Company's data guides, marketing materials, oral advice or other informational materials provided by Company (collectively, "Informational Materials") is not a substitute for the sound professional judgment of the user, and cannot anticipate all conditions or variables for any given project. Consequently, Company shall not be liable for, and you shall assume all risks of and responsibility for, the installation and/or application of any product purchased from Company, the use or application of all Informational Materials, and the results from the use of products in accordance with such Informational Materials. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN A WRITING SIGNED BY COMPANY, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER.

* Field Service, for the purpose of technical assistance during installation, shall be authorized and agreed upon per the following supplemental Terms and Conditions:

PERSONNEL:

Field service shall be invoiced per the following schedule:

- \$1,250.00 Travel cost
- \$1,200.00 per day (Maximum of one (1) continuous eight (8) hour shift).
- Minimum invoice amount shall be one (1) travel cost plus one day.

Total field service charges shall be equal to the total number of field service days worked plus the number of trips made to the project site. Time posted by Watson Bowman Acme Corp (WBAC) Field Service staff in excess of eight (8) continuous hours shall be invoiced as a second daily rate throughout the duration of Field Service on the project site.

Please reference your Price Confirmation Number 223764-2 on your Purchase Order.



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SCHEDULING & LIABILITY:

WBAC assumes no responsibility for work performed by others regardless of the presence of Field Service staff. Every effort shall be made to satisfy schedule requirements, however, WBAC cannot guarantee availability due to seasonal demand. Please provide the earliest possible notification of on-site requirements. A two (2) week notice is requested to avoid potential scheduling conflicts.

By your signature below, you agree that the Terms and Conditions described above are in addition to WBAC standard Terms and Conditions, and are acceptable. Any additional or different terms stated in your order are rejected unless expressly assented to by WBAC in writing.

By: _____

Title: _____

Date: _____