



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 @ 9

List View

- General Information**
- Contact
- Default Values
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- Document Information
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Procurement Folder: 1026106

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: VARITECH INDUSTRIES INC

Alias/DBA:

Total Bid: \$239,550.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000156

Published Date: 4/22/22

Close Date: 4/26/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 9

Total of All Attachments: 9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT	3.00000	EA	79850.000000	239550.00

Comm Code	Manufacturer	Specification	Model #
20122400			

Commodity Line Comments:

Extended Description:

AUTOMATIC BRINE MAKER WITH REMOTE FILL CAPABILITIES

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

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 _____ 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 _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 of 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 (One Million Dollars) 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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 West Virginia must be listed as additional insured on Insurance Certificate. Certificate Holder should 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: 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.

Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

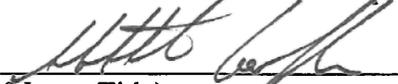
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

43. 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.



VP of Products & Engineering
(Name, Title)
Matthew Loeffler VP of Products & Engineering

(Printed Name and Title)
501 E Cliff Road Burnsville, MN 55337

(Address)
952-707-1342

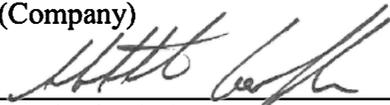
(Phone Number) / (Fax Number)
mloeffler@forceamerica.com

(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

VariTech Industries Inc

(Company)


VP of Products & Engineering
(Authorized Signature) (Representative Name, Title)

Matthew Loeffler VP of Products & Engineering
(Printed Name and Title of Authorized Representative)

4-25-2022
(Date)

320-763-5074 320-763-5612
(Phone Number) (Fax Number)



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

State of West Virginia
 Centralized Request for Quote
 Highways

Proc Folder: 1026106			Reason for Modification: ADDENDUM NO_1 TO move Bid Opening to 04/26/22 @ 1:30pm
Doc Description: AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-19	2022-04-26 13:30	CRFQ 0803 DOT2200000156	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : VariTech Industries Inc

Address : 4115 Minnesota Street

Street :

City : Alexandria

State : MN

Country : US

Zip : 56308

Principal Contact : Jeff Chlian

Vendor Contact Phone: 320-763-5074

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

**Vendor
 Signature X**

FEIN#

41-1557096

DATE 4-25-2022

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways District 2 to establish a contract for the one-time purchase of three (3) Automatic Brine Maker Production System Equipment. This equipment shall produce brine, automatically monitoring and controlling brine concentration during production, without the intervention of an operator. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
20122400			

Extended Description:

AUTOMATIC BRINE MAKER WITH REMOTE FILL CAPABILITIES

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-04-15

SOLICITATION NUMBER: CRFQ DOT2200000156

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000156 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Bid Opening moves to 04/26/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000156

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:

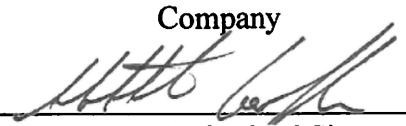
(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" 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 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.

VariTech Industries Inc

Company



Authorized Signature

4-25-2022

Date

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



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

**State of West Virginia
 Centralized Request for Quote
 Highways**

Proc Folder: 1026106		Reason for Modification:	
Doc Description: ADDENDUM NO_1 AUTO BRINE SOLUTION PRODUCTION SYSTEM EQUIPMEN		ADDENDUM NO_1 Vendor Questions and responses	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-22	2022-04-26 13:30	CRFQ 0803 DOT2200000156	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : VariTech Industries Inc

Address : 4115 Minnesota Street
Street :

City : Alexandria
State : MN **Country :** US **Zip :** 56308

Principal Contact : Jeff Chlian

Vendor Contact Phone: 320-763-5074 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 41-1557096 **DATE** 4-25-2022

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

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways District 2 to establish a contract for the one-time purchase of three (3) Automatic Brine Maker Production System Equipment. This equipment shall produce brine, automatically monitoring and controlling brine concentration during production, without the intervention of an operator. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO | **SHIP TO**

ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
20122400			

Extended Description:
AUTOMATIC BRINE MAKER WITH REMOTE FILL CAPABILITIES

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-04-15

SOLICITATION NUMBER: CRFQ DOT2200000156

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000156 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 04/26/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

Addendum 1

Question 1: Would WV/DOT accept a VariTech Brine Boss system in lieu of the Cargill unit that is specified?

Answer 1: Yes, we will accept any system that is comparable to the specifications as detailed in the Solicitation.

Question 2: Is it acceptable to construct the salt hopper out of 10-gauge 304 Stainless steel? Which has a tensile strength of 75,000 lb, which equates to 4.68 times stronger than fiberglass. Note further in the specification it states that 304 is acceptable and preferred for metal fittings.

Answer 2: Yes, it is acceptable to construct the salt hopper out of 10-gauge 304 Stainless steel.

Question 3: Is it acceptable to have discrete floats that are adjustable verse a pressure transducer?

Answer 3: Yes, discrete floats are acceptable.

Question 4: Is it acceptable to have a programming override and a manual valve actuator to replacement of the electric valve actuator?

Answer 4: Yes, programming override and a manual valve actuator are acceptable.

Question 5: Please indicate if 3 phase power is available? And if so, can we supply SS 3 phase motors?

Answer 5: No, 3 phase power is not available.

Question 6: If Renewals years are agreed upon, is there the option to request price changes dependent upon the current market at the time of renewal?

Answer 6: This is a one-time purchase Solicitation not an open-end contract.

Question 7: The Product listed in the Bid is comparable to the Cargill AccuBrine RTF unit, Cargill has since added a new machine called the AccuBrine NXT Gen; Would you like us to submit the newest machine or 2 bids for the 2 separate machines?

Answer 7: The vendor is free to submit [separate bids for separate machines](#) if they are comparable to the specifications listed in the solicitation.

Question 8: Under Instructions to Vendors point 10.Alternate Model or Brand: the box below was checked meaning only the Specific product listed matching the bid spec. If we were to include our new machine (upgrade model) would it be rejected for not meeting spec?

Answer 8: The vendor is free to submit any bid if it is comparable to the specifications listed in the solicitation.

Question 9: At Location #2 Summersville – we show a current machine installed there, is it still there? Are they looking for an upgrade [Legacy Upgrade]?

Answer 9: Yes, the machine is still there. No, we are not looking to upgrade this machine.

Question 10: Are the locations interested in Blending Capabilities? Do they want to Blend liquids into a truck?

Answer 10: No, we are not interested in blending capabilities.

Question 11: How many tanks are on the sites to hold brine liquids?

Answer 11: There are planned to be at least 2 tanks per site.

Question 12: Are the tanks on site Double or Single wall?

Answer 12: Double wall

Question 13: Do the existing tanks have ports in them already? If so what size and how many?

Answer 13: Yes, 2 ports minimum in each tank, the ports connect to a standard 4" hose.

Question 14: If interested in blending how many Tanks are on site for blended liquids?

Answer 14: No blending tanks are on location.

Question 15: Does the truck key pad need to be remote or can the truck be selected via the machine itself?

Answer 15: The keypad could be on the truck, not completely remote.

Question 16: Will we need to plumb these machines up to the tanks or is that done by the state?

Answer 16: No, we will plumb the tanks after delivery.

Question 17: In the bid it says that when it is rewarded and the PO is cut that the machines are to be delivered within a month, can that be extended through exceptions?

Answer 17: The machines will need to be invoiced no later than May 31st, 2022.

Question 18: Is stainless considered to be better than fiberglass in this big for the blend tank?

Answer 18: Yes our opinion is that stainless is better than fiberglass in this situation.

Question 19: Are we supplying tanks if so how many?

Answer 19: No, the WVDON will supply the tanks.

Question 20: Are we supplying the tank fill sensors if so how many?

Answer 20: No, the WVDOH will supply the tank sensors.

Question 21: How many remote pads do you need per system?

Answer 21: 1 remote pad per system is requested.

Question 22: Are you needing Micro ingredient pumps also for Blending?

Answer 22: No, we do not need Micro ingredient pumps also for Blending.

Question 23: Will the State accept a " Cross Flow Design" Brine maker hopper design, whereby the water flows across through the salt eroding the salt crystals turning it into salt brine which then flows through a fixed filter screen into the reservoir side of the brine maker where it is then pumped through the salinity control system with capabilities of 6000 gallons per hour production rates?

(Production rates based upon the available water source being capable of supplying 6000
GPH)

- Please note the State already had already approved and used this design across the state during the most recent Brine Maker contract.

Answer 23: Yes, a cross flow design is acceptable.

Question 24: Will The State accept the use of a " Cellular Gateway" Communication network VS an Internet based connection? (Thus, eliminating the need to go through the states internal IT system network)

- Please note the State already had already approved and used this design across the state during the most recent Brine Maker contract.

Answer 24: Yes, we will accept a "Cellular Gateway Communication Network"

Question 25: Will The State accept the use of 304SS material in the construction of the Brine Maker hopper and reservoir?

- Please note the State already had already approved and used this design across the state during the most recent Brine Maker contract.

Answer 25: Yes, we will accept 304SS material.

Question 26: Will The State accept the use of Mechanical liquid level floats connected to the PLC to activate and operate both the pump and fresh-water valve controls?

- Please note the State already had already approved and used this design across the state during the most recent Brine Maker contract

Answer 26: Yes, we will accept the use of Mechanical liquid level floats connected to the PLC to activate and operate both the pump and fresh-water valve controls.

Question 27: Will The State Accept the use of a 5.7 " TCT LCD touch screen display panel VS the 7.5 " touch Screen?

- Please note the State already had already approved and used this design across the state during the most recent Brine Maker contract

Answer 27: Yes, we will accept the use of a 5.7 " TCT LCD touch screen display panel VS the 7.5 " touch Screen.

Question 28: Will The Sate accept an extended delivery of the Brine making Equipment within 90-120 days of the receipt order?

Answer 28: The machines will need to be invoiced no later than May 31st, 2022.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000156

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 checked="" 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 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.

VariTech Industries Inc

Company



Authorized Signature

4-25-2022

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Highways

Proc Folder: 1026106			Reason for Modification:
Doc Description: AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-11	2022-04-21 13:30	CRFQ 0803 DOT2200000156	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : VariTech Industries Inc
Address : 4115 Minnesota Street
Street :
City : Alexandria
State : MN **Country :** US **Zip :** 56308
Principal Contact : Jeff Chlian
Vendor Contact Phone: 320-763-5074 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 41-1557096 **DATE** 4-25-2022

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways District 2 to establish a contract for the one-time purchase of three (3) Automatic Brine Maker Production System Equipment. This equipment shall produce brine, automatically monitoring and controlling brine concentration during production, without the intervention of an operator. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
20122400			

Extended Description:
AUTOMATIC BRINE MAKER WITH REMOTE FILL CAPABILITIES

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-04-15

	Document Phase	Document Description	Page
DOT2200000156	Final	AUTOMATIC BRINE SOLUTION PRODUCTION SYSTEM EQUIPMENT	3

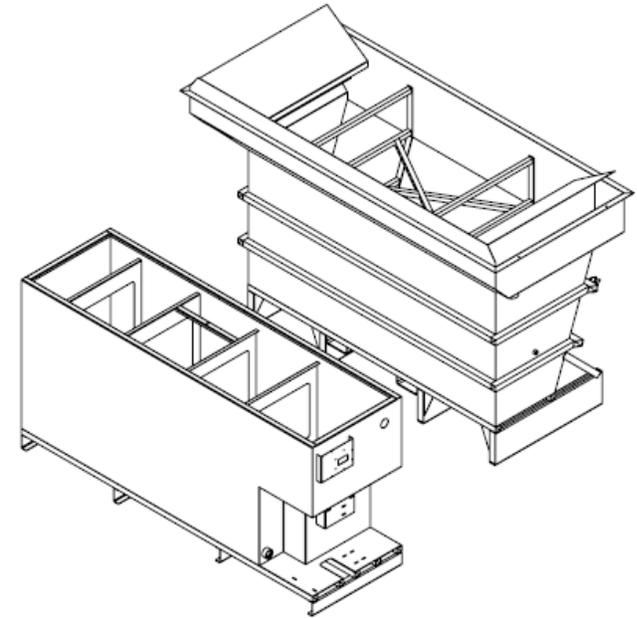
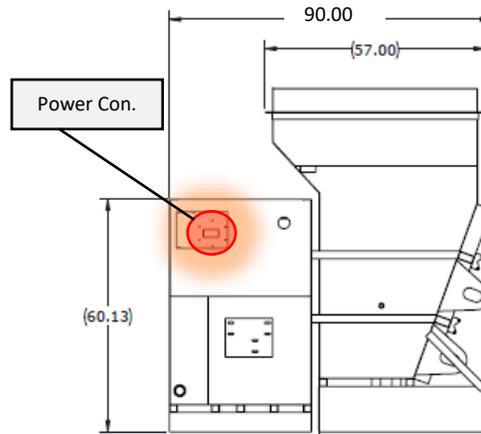
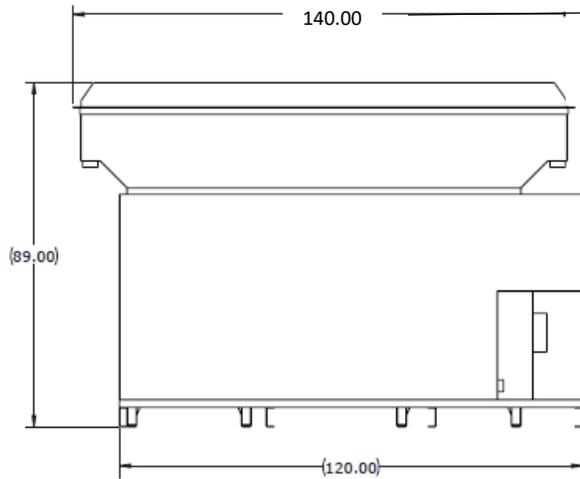
ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A
Cost Sheet

Item Number	Quantity	Unit of Measure	Description	Make/Model	Unit Price	Extended Amount
1	3	Each	Automatic Brine Maker with Remote Fill Capabilities	Brine Boss IFM 700 Auto Single Phase 1 Tank	\$ 79,850.00	\$ 239,550.00
Grand Total						\$ 239,550.00

HCSB700-SS-1PH Brine Maker



Single-Phase Power Requirements

- 208 VAC 13.1 FLA @ 60 Hz
- 230 VAC 12.3 FLA @ 60 Hz

-Electrical connections to be determined by customer contracted electrician.

-VariTech Industries, Inc. Service is not licensed in any state to make high voltage connections.

-This piece of equipment has one point for AC power connections within the electrical panel.

- NOTES:**
1. DRAWING TO BE USED FOR CUSTOMERS VIEWING.
 2. THIS IS NOT A FABRICATION DRAWING.
 3. DIMENSIONS ARE APPROXIMATE.
 4. PLUMBING NOT SHOWN.

All dimensions are portrayed in inches ±2%

THIS DRAWING IS THE PROPERTY OF VARITECH INDUSTRIES INC. IT CONTAINS PROPRIETARY INFORMATION AND IS TRANSMITTED AS A CONFIDENTIAL DISCLOSURE. IT MAY NOT BE COPIED OR ITS CONTENTS REVEALED TO OTHERS WITHOUT WRITTEN CONSENT OF VARITECH INDUSTRIES INC.			
MATERIAL:	UNLESS OTHERWISE SPECIFIED: DIM. IN. ±.00 DEC. IN. ±.00 ANGULAR MAX	 VARITECH INDUSTRIES LIQUID MANAGEMENT	DRAWN BY _____ DATE _____ APP'D BY _____ DATE _____
THIRD ANGLE PROJECTION		DESCRIPTION HCSB700 BRINE MAKER	REV A
		SIZE / ITEM NUMBER D 1165984-LAYOUT	SCALE 1:16 DO NOT SCALE DRAWING SHEET 1 OF 1



Brine Boss®

For use with the SB600 or HSCB1400-SS Salt Brine Production Systems.

When coupled with our up-flow brine process, you will be able to produce cleaner, more consistent brine faster than ever before.

The stand alone cabinet is ideal for new installations or it can easily be placed into service for use with any existing VariTech brine production system.

FEATURES

- 12.1-inch Color Touch Screen**
 Clear, bright screen makes page navigation smooth and easy even in low light conditions
- Administer Security Protection**
 Ensures that target salinity and system settings can only be accessed through password verification
- Multiple Group User Options**
 Allows multiple users such as State, County and City personnel to use the same system while tracking usage per group
- Advanced Data Tracking and Transfer Capabilities**
 Allows the administrator to view and transfer data such as salt used, gallons of brine produced, truck ID numbers, date and time to name a few. Capability for admin to download info to USB or FTP included
- Heavy Duty Pump and Plumbing Components**
 Stainless steel centrifugal pump coupled to a TEFC motor and poly housed ball valves with stainless steel balls will provide years of dependable use
- Truck Loading and Off-loading**
 The system allows for loading and off-loading of mobile truck tanks while tracking truck ID, date, time, and gallons loaded/off-loaded
- Temperature Compensated Brine Production**
 Our Interface monitors water temperature to make sure the brine that is produced is consistent each and every time
- Multiple, Tank Monitoring System**
 Producing and pumping brine to multiple storage tanks is no problem at all with add-on valve and hose packages



SB600 Sold Separately





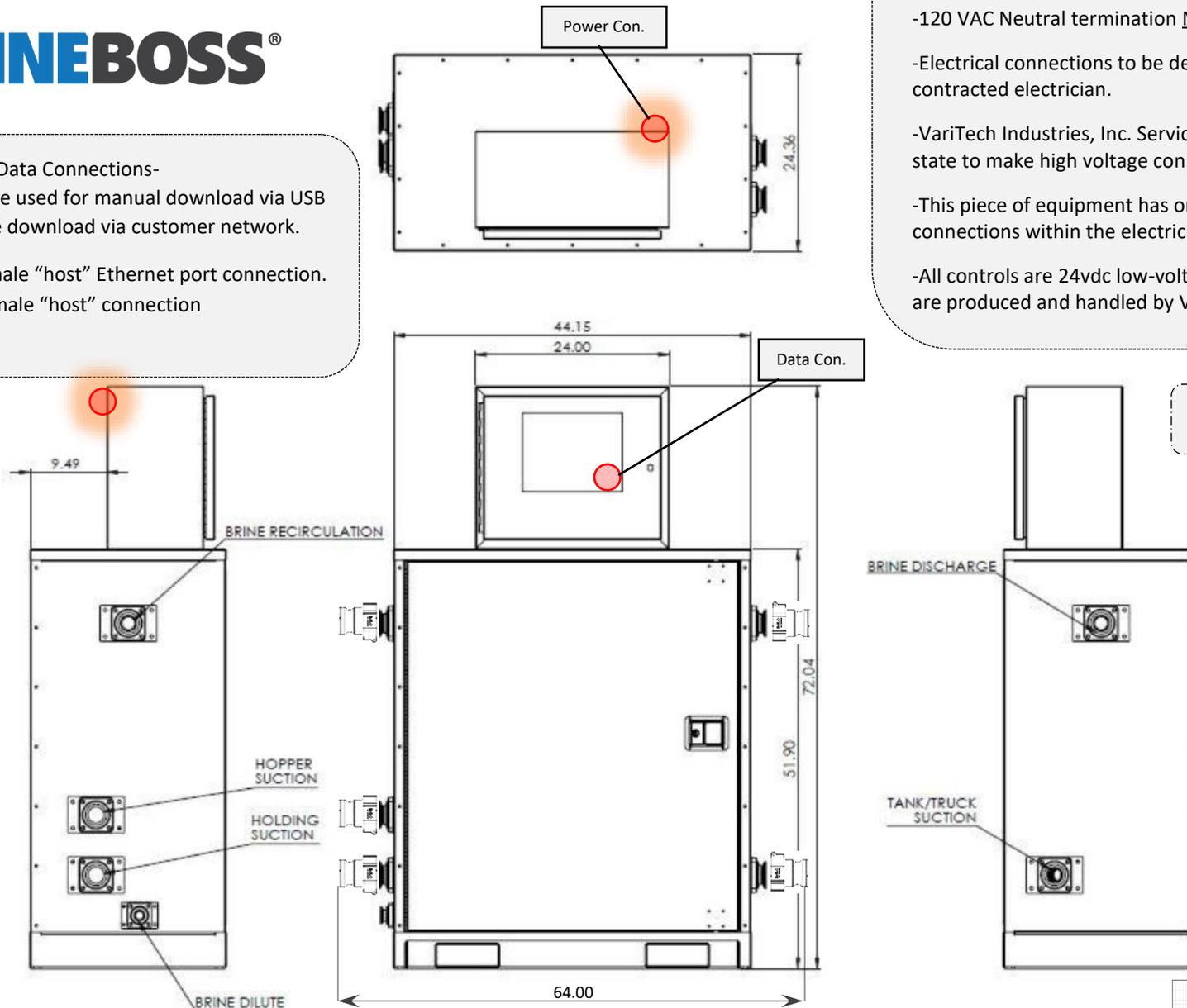
Brine Boss Cabinet-1PH



-Data Connections-

Data connections are used for manual download via USB as well as remote download via customer network.

- CAT-5E Female "host" Ethernet port connection.
- 2.0 USB Female "host" connection



All dimensions are portrayed in inches ±2%

ONE-PHASE POWER OPTIONS

- 230 VAC 23 FLA @60 Hz
- 208 VAC 25 FLA @60 Hz

-120 VAC Neutral termination Needed 12awg wire.

-Electrical connections to be determined by customer contracted electrician.

-VariTech Industries, Inc. Service is not licensed in any state to make high voltage connections.

-This piece of equipment has one point for AC power connections within the electrical panel.

-All controls are 24vdc low-voltage connections which are produced and handled by VariTech Industries, Inc.

	DATE:	07-29-20
	DRAWN BY:	MJB



100% Employee Owned

**SPECIFICATIONS FOR
VARITECH INDUSTRIES, INC.
SALT BRINE PRODUCTION SYSTEMS
MODEL HCSB700-SS**

1.0 Scope:

This specification covers requirements for Salt Brine Production Systems (SBPS) intended for use as a generator of quality salt brine that is used as a prewetting, anti-icing, and/or a de-icing agent on pavement or roadways.

2.0 Dimensions:

Model # HCSB700-SS – 90" W X 89" H X 140" Long

3.0 Storage/Holding Capacity (U.S. Gallons):

	<u>Main Tank</u>	<u>Hopper Tank</u>	<u>Total</u>
Model HCSB700-SS	700	900	1600

Rock Salt Holding Capacity (Cubic Yards)

Model HCSB700-SS.....5.25

4.0 Production Rate:

Model HCSB700-SS.....6000 Gallons Per Hour (Based on Customers Water Supply)

5.0 Materials:

The entire system shall be constructed of 304 Grade Stainless Steel. All sheet steel shall conform to ASTM A-240 standards and shall include a 2B or 4B finish. All structural steel shall conform to ASTM A-276 and A-479 standards.

Main Salt Brine Tank:

The floor and all walls shall be constructed of a minimum 12-gauge stainless steel. The inside of the main brine tank shall include 4 baffles of a flow-through design to allow for even tank filling. These baffles must be constructed of a minimum 14-gauge stainless steel.

Hopper/Rock Salt Tank:

The floor and back wall of the hopper tank shall be constructed of 10-gauge stainless steel in order to ensure structural integrity when utilizing the optional coupler for cleanout. All of the other walls, spill



shields and overflow accessories need to consist of a minimum 12-gauge stainless steel.

Coupler Attachment **(Optional):**

If utilized, the material thickness, pin location, size and style of the coupler will be determined based on the make and model of the customer's loader(s). The coupler shall be constructed of mild carbon steel.

6.0 Plumbing and Plumbing Components:

The pump shall be a 2" x 1 1/2" Stainless Steel Centrifugal Pump with Viton seals. The pump shall be close coupled to a 3 HP, single phase, 230 volts, Totally Enclosed Fan Cooled (TEFC) motor. Based on water, the pump and motor assembly shall be capable of pumping 165 gallons per minute at 30' of head. (optional 3-phase 208 VAC 8.5 FLA @ 60 Hz / 230 VAC 8 FLA @ 60 Hz)

Water service piping is 2" PVC throughout entire system- Water service is controlled by a 2" Glass filled polypropylene, non-electric hydraulic diaphragm valve- automatically controls the water infeed to the hopper tank and maintains the level of brine in the main tank.

- 2" PVC water infeed and salinity dilution ball valves- One-piece sealed unit requires no adjustments- EPDM O-ring seals and Teflon seats.
- Plastic float valve controls water to the diaphragm valve- Non-hammering- Valve body is celcon plastic with Buna-N plunger.
- 3" Brine overflow pipe to fill main brine tank- 2" PVC salinity dilution piping connected to the overflow pipes provide fine-tuning of salinity percentage adjustments.
- 2" glass filled polypropylene quick disconnect cam lock coupling from pump discharge.

7.0 Control Package:

The control system shall allow for either continuous brine production to fill Two or more vertical storage tanks, or batch production to fill a truck mounted applicator tank. In addition, the control system shall allow for truck loading and offloading from a single or multiple vertical storage tanks. All of these functions shall be accomplished with a single pump and control package.

The system controls shall come standard with the option of multiple users tracking for filling and offloading of storage tanks in a shared environment. Each user shall have their password to access the truck fill operation. The system will track the time and date, gallons ordered, gallons produced, and truck identification number for viewing and/or downloading by the system administrator.

All operation and calibration features shall be password protected to prevent unauthorized use or inadvertent start-up. During production, the system shall utilize a dual toroidal sensor application to

Specifications for Model BB700 continued.....

ensure that the brine that is transferred to storage or truck tanks is within the acceptable range of 23.3% plus or minus .3%. If the brine is oversaturated, it shall be looped back through the system while fresh water is incorporated to provide an acceptable solution. Once the brine is within range it would be diverted to a storage or truck tank. Should the brine concentration fall below the target range the system will shut down and the user will be prompted to add more salt.

The controller shall include a 12.1" TFT, 32000 color touch screen. The controller shall include USB ports and a CompactFLASH card that is removable for data transfer. The controller shall also be capable of integrating optional networking and Ethernet support for remote access and data transfer.

The operation screen of the controller shall be capable of showing the following: target brine concentration, real-time brine concentration, mode, gallons ordered, gallons produced or transferred, and storage tank volume in gallons for up to 8 storage tanks. In addition, the liquid flow throughout the system shall be displayed in real-time.

The controller shall be capable of logging the following information per production event: time and date, brine concentration produced, salt used, water used, gallons ordered, gallons completed, truck ID, user group if multiple users are selected, and any errors. Any transfer event shall track time and date, gallons ordered, gallons completed, truck ID, user group if multiple users are selected, and any errors.

In the event of a component malfunction or failure, the system shall shut down and perform a self-diagnosis to inform the user of the fault.

8.0 Installation:

The controller shall come prewired and ready to plug into a customer supplied 220V, single phase power service. The brine system will be plumbed into customer supplier water service. The seller must provide a minimum of 8 hours of on-site support for installation and training.

9.0 Warranty:

The unit shall be warranted for a period of 1 year from the date of purchase.