



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 @ 6

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1137376

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000184423

SO Doc ID: DOT2300000074

Legal Name: VARITECH INDUSTRIES INC

Published Date: 1/20/23

Alias/DBA:

Close Date: 1/25/23

Total Bid: \$125,000.00

Close Time: 13:30

Response Date: 01/25/2023

Status: Closed

Response Time: 9:46

Solicitation Description: AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT

Responded By User ID: mbolte

Total of Header Attachments: 6

First Name: Gretchen

Total of All Attachments: 6

Last Name: Brumbaugh

Email: gbrumbaugh@forceamerica.

Phone: 952-252-4833



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1137376
Solicitation Description: AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-01-25 13:30	SR 0803 ESR01202300000003243	1

VENDOR
 000000184423
 VARITECH INDUSTRIES INC

Solicitation Number: CRFQ 0803 DOT2300000074

Total Bid: 125000

Response Date: 2023-01-25

Response Time: 09:46:42

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT	2.00000	EA	62500.000000	125000.00

Comm Code	Manufacturer	Specification	Model #
22101700			

Commodity Line Comments: Our SB600 Brine Maker is made out of HDPE plastic with built in secondary Containment.

Extended Description:

AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT



SB600 Salt Brine Production System

The SB600 Salt-Brine Production System is used for mixing rock salt and water in a controlled manner. The salinity is controlled manually by the operator. The salt brine can be produced as needed or for storage in quantities up to 3,600 gallons per hour. The production of salt brine is used in anti-icing and de-icing operations.

FEATURES

- **Up-Flow Design**
Ensures consistent salinity and purer brine
- **Self-Contained Salt Brine Production**
Uses rock salt and water to produce salt brine as needed
- **Reduce Salt Brine Storage Requirements**
Produces up to 3600 gallons per hour of salt brine for de-icing and anti-icing operations
- **Full Range Salinity Adjustments**
Easily produce salt brine to exact salinity needed
- **110% Secondary Containment System**
Standard double wall containment complies with environmental storage and production regulations
- **Heavy Duty, UV Stabilized Construction**
High strength and durability with long life needed for producing salt brine
- **On-Board Storage Overflow Protection**
Automated full switch for shut-off when the storage is full in continuous throughput production
- **Tethered Remote Control**
Control unloading system on/off from a distance of up to 15 feet



(SB600 cross section shown)



SB600 Salt-Brine Production System Specifications:

- Production 3600 GPH
 - Unloading 110 GPM*
 - Dimensions 60" W X 120" L X 62" H
 - Electrical 120 Volts @ 20 amp
- *Cast iron pump standard
(Optional Stainless Steel pump pictured)



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





Specifications
VariTech **BRINE BOSS™**
Automatic Salt Brine Production System

1.0 Scope:

This specification covers requirements for an Automated Salt Brine Production System 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. The system shall be fully automated eliminating the need for manual salinity testing, monitoring, and adjustment.

The system must use an up-flow brine production process to ensure single pass saturation of fresh water being introduced into the salt bed for increased production. In addition, the up-flow process will provide a sediment free brine solution that can be stored in standard flat bottom storage vessels. The need for cone bottom storage vessels is unacceptable.

The system shall include a secondary pump and plumbing arrangement allowing for manual brine production in the event of a primary pump, valve, or other electrical component failure. The secondary plumbing must include a means of automatic shutdown when the onboard storage tank is full. The secondary pump and all plumbing components shall be pre-installed and wired to provide immediate operation.

2.0 Dimensions:

Model # BB600 - 62" W X 62" H X 119" Long

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

	<u>Main Tank</u>	<u>Hopper Tank</u>	<u>Total</u>
Model BB600	500	600	1100

Rock Salt Holding Capacity (Cubic Yards)

Model BB600.....3.00

4.0 Production Rate:

Model BB600.....5000 Gallons Per Hour (Based on Customers Water Supply)

5.0 Tank Materials:

The salt brine production systems shall be comprised of rotationally molded, one-piece tanks. Rotationally molded polyethylene SBPS tanks will be manufactured from a polyethylene compound that conforms to the following properties.....

- Density- ASTM D-1505 .942 g/cm³
- Melt Index- ASTM D-1238 2.0 g/10min.
- Tensile Strength- ASTM D-638 2,700 PSI
- Flexural Modulus- ASTM D-790 103,000 PSI
- Low Temp Impact- ARM-Low Impact (1/4") 175 ft. lbs.

**4115 Minnesota Street
P.O. Box 457
Alexandria, MN 56308**

Phone: 1-888-208-0686 • Fax: 320-763-5612 • Email: sales@varitech-industries.com



Specifications for Model BB600 continued.....

Main Salt Brine Tank:

Rotationally molded one piece (no welds, joints, or seams) polyethylene plastic tank- UV stabilized to provide protection from sunlight- 5/8" nominal thickness- 3" schedule 80 PVC drainpipe with threaded plug end

Hopper/Rock Salt Tank:

Rotationally molded one - piece (no welds, joints, or seams) polyethylene plastic tank-UV stabilized to provide protection from sunlight- 5/8" nominal thickness-Open floor (No interior floor ribs to hinder cleaning, except infeed manifold supports)- 6" schedule 80 PVC drainpipe with threaded cap end- Full length 2" PVC water in-feed manifold provides even filling and salt saturation through an up-flow process

Secondary Containment Tank:

Rotationally molded one piece (no welds, joints, or seams) polyethylene plastic tank- UV stabilized to provide protection from sunlight- 5/8" nominal thickness- Self supporting, molded in vertical support ribs and 3" high skid bottoms provide easy forklift entry- Requires no complex saddling or support structures- 2-1" PVC threaded plug drain fittings- Minimum 110% containment capacity

6.0 Plumbing and Plumbing Components:

All plumbing fittings shall be constructed of corrosion resistant materials such as PVC, glass reinforced polypropylene, or stainless steel. All electric valves shall be constructed of glass reinforced polypropylene with stainless steel balls and stems. Wherever possible, the use of manifold flange fittings with EPDM gaskets and stainless-steel clamps shall be used for ease of maintenance. All metal fasteners shall be a minimum of 316 grade stainless steel.

The primary pump shall be a 2" x 1 1/2" stainless steel centrifugal pump that is close coupled to a 3 HP, 230V, single phase, TEFC motor. Based on water, the pump shall produce 165 GPM at 30' TDH. A dual volute casing and mechanical shaft seal shall prevent the intrusion of liquid to the electric motor. (Optional 230 VAC 15FLA @60 Hz or 208 VAC 16 FLA @ 60 Hz) 3-phase motor if required)

7.0 Control Package:

The control system shall allow for either continuous brine production to fill a single or multiple 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 these functions shall be accomplished with a single pump and control package.

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Specifications for Model BB600 continued.....

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 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 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 accept a customer supplied 220V, 30 Amp, single phase power service. The brine system will be plumbed into customer supplied 2" female threaded 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.

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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: 1137376			Reason for Modification: Addendum No_1 Vendor Questions and Responses
Doc Description: AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-20	2023-01-25 13:30	CRFQ 0803 DOT2300000074	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

Street : Minnesota Street

City : Alexandria

State : MN **Country :** USA **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** 1/24/2023

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 the West Virginia Division of Highways District 9 to establish a contract for the one-time purchase of two (2) Automatic Brine Maker Production Systems Equipment. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS I-64 MAINTENANCE & MATERIALS 297 JOHN H BOWLING JR LN CALDWELL WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
22101700			

Extended Description:

AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions Due by 4:00pm	2023-01-19

SOLICITATION NUMBER: CRFQ DOT2300000074

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000074 ("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:

Update Pricing Page

Bid Opening remains 01/25/2023 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.

Question 1.

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.

Response 1

Yes

Question 2

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.

Response 2

Yes

Question 3

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.

Response 3

No

Question 4

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

Response 4

No

Question 5

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

Response 5

Yes

Question 6

Will The State accept an extended delivery of the Brine making Equipment within 90-100 days of the receipt order?

Response 6

No. 45 Working Day, Max.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT230000074

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

1/24/2023

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

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2023-01-12	2023-01-25 13:30	CRFQ 0803 DOT2300000074	1

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER

John W Estep
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Vendor Signature X

FEIN# 41-1557096

DATE 1/24/2023

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INVOICE TO**SHIP TO**

DIVISION OF HIGHWAYS
DISTRICT NINE

146 STONEHOUSE RD
LEWISBURG WV
US

DIVISION OF HIGHWAYS

I-64 MAINTENANCE &
MATERIALS

297 JOHN H BOWLING JR LN
CALDWELL WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT	2.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

22101700

Extended Description:

AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions Due by 4:00pm	2023-01-19

	Document Phase	Document Description	Page
DOT2300000074	Final	AUTOMATIC BRINE MAKER PRODUCTION SYSTEM EQUIPMENT	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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 per occurrence.

Automobile Liability Insurance in at least an amount of: 1,000,000 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.

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

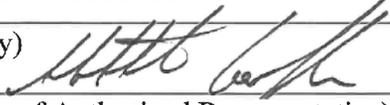
Matthew Loeffler
(Printed Name and Title) VP of Products & Engineering
501 E Cliff Road
(Address) Burnsville, MN 55337

952-707-1342
(Phone Number) / (Fax Number) 952-707-1342

mloeffler@forceamerica.com
(Email address) mloeffler@forceamerica.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

VariTech Industries Inc
(Company) 
(Signature of Authorized Representative)
Matthew Loeffler VP of Products & Engineering
(Printed Name and Title of Authorized Representative) (Date)
952-707-1342
(Phone Number) (Fax Number)
mloeffler@forceamerica.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 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

1/24/2023

Date

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