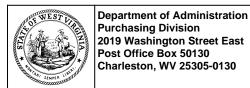


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder: 1725261

Solicitation Description: Vertical Brine Storage Tanks and Pumps

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2025-08-05 13:30
 SR 0803 ESR08052500000000622
 1

VENDOR

000000184423

VARITECH INDUSTRIES INC

Solicitation Number: CRFQ 0803 DOT2600000002

Total Bid: 0 Response Date: 2025-08-05 Response Time: 11:02:42

Comments: We are not offering any discounts.

Thanks,

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

 Date Printed:
 Aug 6, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Poly Vertical Brine Storage Tank, Single Wall 6,100 Gallons	0.00000	EA	10250.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24111800				

Commodity Line Comments: #7140100N-45 6,500 gal x 120 dia. Vertical Single Wall Tank, HDLPE, 1.9 s.g., Nat.

Extended Description:

SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Poly Vertical Brine Storage Tank, Single Wall 10,000 Gallons	0.00000	EA	15700.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24111800				

Commodity Line Comments: - #5330100n-45 10,500 gal x 142 dia. Vertical Single Wall Tank, HDLPE, 1.9 s.g., Nat.

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Poly Vertical Brine Storage Tank, Double wall 6,100 Gallons	0.00000	EA	20150.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24111800				

Commodity Line Comments: - #5670000n-45 6,500 gal x 120 dia. Captor Containment System, HDLPE, 1.9 s.g., Nat.

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Peristaltic Pump	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
40151500				

Commodity Line Comments: We are not Bidding on this portion

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

 Date Printed:
 Aug 6, 2025
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05

Vertical Brine Storage Tanks and Pumps

Vendor Instructions: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item bid. Vendor may bid any or all Contract items. This is a multiple vendor award Contract. Qualified responsible vendors shall be awarded a Contract for the lowest bid price, per Contract item, which meet all mandatory requirements of this Contract. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Name: VariTech Industries Inc

#	Est. Qty.	Contract Item Discription	Description in Vendors Billing System	Unit of Measure	Bid Price (Each)	Extended Total
1	13	Polyethylene Vertical Brine Storage Tank, Single Wall 6,100 Gallons	#7140100N-45 – 6,500 gal x 120" dia. Vertical Single Wall Tank	EA	10250	133250
2	4	Polyethylene Vertical Brine Storage Tank, Single Wall 10,000 Gallons	#5330100n-45 – 10,500 gal x 142" dia. Vertical Single Wall Tan	EA	15700	62800
3	26	Polyethylene Vertical Brine Storage Tank, Double Wall 6,100 Gallons	- #5670000n-45 – 6,500 gal x 120" dia. Captor Containment Sys	EA	20150	523900
4	43	Peristaltic Pump		EA	No Bid	No Bid

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 One (1) Year 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 Three (3) 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 withindays.

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 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 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: \$\\\\$ occurrence.	1,000,000 per
Automobile Liability Insurance in at least an amount of:	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least per occurrence. Notwithstanding the forgoing, Verlist the State as an additional insured for this type of policy.	
Commercial Crime and Third Party Fidelity Insurance in an amou per occurrence.	nt of:
Cyber Liability Insurance in an amount of:	per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of	of the Contract.
Pollution Insurance in an amount of: per occur	rence.
Aircraft Liability in an amount of: per occurren	nce.

- **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	·		
	eamages Contained in the Specifications.			
Liquidated D	eamages 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 www.state.wv.us/admin/purchase/privacy.

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.

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.

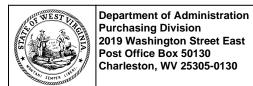
(Printed Name and Title)				
(Address)4	115 Minnesota Street, Alexandria MN 56308			
(Phone Numbe	r) / (Fax Number) 320-763-5612			
(email address)	sales@varitech-industries.com			

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) Tic Holland		
(Signature of Authorized Representative) Eric Holland Vice President of Manufacturing	8/4/2025	
(Printed Name and Title of Authorized Representative) (Date) Phone: 320-763-5074 Fax: 320-763-5612		
(Phone Number) (Fax Number) sales@varitech-industries.com		

(Email Address)



State of West Virginia Centralized Request for Quote Miscellaneous

Proc Folder:	1725261	Reason for Modification:	
Doc Description:	Vertical Brine Storage Tanks		
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2025-07-16	2025-08-05 13:30	CRFQ 0803 DOT2600000002	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: 184423

Vendor Name: VariTech Industries Inc

Address: 4115

Street: Minnesota Street

City: Alexandria

State: MN Country: USA Zip: 56308

Principal Contact: Jeff Chlian

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature X Tic Holland FEIN# 411557096 DATE 8-4-2025

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

 Date Printed:
 Jul 16, 2025
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Vertical Polyethylene Brine Storage Tanks and Peristaltic Pumps, for use for WVDOH projects throughout the state of West Virginia. Per the Bid Requirements, Specifications, terms and conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Poly Vertical Brine Storage Tank, Single Wall 6,100 Gallons	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
24111800				

Extended Description:

SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Poly Vertical Brine Storage Tank, Single Wall 10,000 Gallons	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111800			

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Poly Vertical Brine Storage Tank, Double wall 6,100 Gallons	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111800			

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		STATE OF WEST VIRGINIA	
AS INDICATED BY ORDER		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
4	Peristaltic Pump	0.00000	EA		

Comm Code	Manufacturer	Specification Model #	
40151500			

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

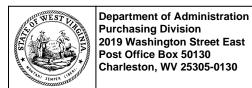
SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Tech Questions due by 10:00am	2025-07-25

	Document Phase	Document Description	Page 4
DOT2600000002	Final	Vertical Brine Storage Tanks and Pumps	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Centralized Request for Quote Miscellaneous

Proc Folder: 1725261

Doc Description: Vertical Brine Storage Tanks and Pumps

Reason for Modification:

ADDENDUM NO 1

Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued Solicitation Closes Solicitation No Version

| 2025-07-28 | 2025-08-05 | 13:30 | CRFQ 0803 | DOT26000000002 | 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: 184423

Vendor Name: VariTech Industries Inc.

Address: 4115

Street: Minnesota Street

City: Alexandria

State: Minnesota Country: USA Zip: 56308

Principal Contact: Jeff Chlian

Vendor Contact Phone: 320-763-5074 **Extension:** 320-759-7313

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature X Cric Holland

FEIN# 411557096

DATE 8-4-2025

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

Date Printed: Jul 28, 2025 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

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 to establish an open-end contract for Vertical Polyethylene Brine Storage Tanks and Peristaltic Pumps, for use for WVDOH projects throughout the state of West Virginia. Per the Bid Requirements, Specifications, terms and conditions attached to this solicitation.

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Poly Vertical Brine Storage Tank, Single Wall 6,100 Gallons	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
24111800				

Extended Description:

SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST.

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Comm Code	Manufacturer	Specification	Model #	
24111800				

Extended Description:

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Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #	
40151500				

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Tech Questions due by 10:00am	2025-07-25

	Document Phase	Document Description	Page 4
DOT2600000002	Final	Vertical Brine Storage Tanks and Pumps	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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 Miscellaneous

Proc Folder: 1725261

Doc Description: Vertical Brine Storage Tanks and Pumps

Reason for Modification:

ADDENDUM NO 1

Vendor Questions and Responses

Proc Type:

Central Master Agreement

Date Issued Solicitation Closes

> CRFQ 0803 DOT2600000002

Version

2025-07-28

2025-08-05 13:30

Solicitation No

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

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Country: USA **Zip**: 56308 State: MN

Principal Contact: Jeff Chlian

Extension: 320-759-7313 **Vendor Contact Phone:** 320-763-5074

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Cric Holland Signature X

411557096 FEIN#

DATE 8-4-2025

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

Date Printed: Jul 28, 2025 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

ADDENDUM NO_1

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REQUEST FOR QUOTATION:

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AS INDICATED BY	ORDER	VARIOUS LOCATION INDICATED BY ORI		
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US		US		

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Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Extended Description:

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US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VI	STATE OF WEST VIRGINIA		
		VARIOUS LOCATION INDICATED BY ORD			
No City	wv	No City	wv		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Peristaltic Pump	0.00000	EA		
ĺ					

Comm Code	Manufacturer	Specification	Model #	
40151500				

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Tech Questions due by 10:00am	2025-07-25

SOLICITATION NUMBER: CRFQ DOT2600000002 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT26000000002 ("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
[X]	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 08/05/2025 @ 1:30 pm

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.

CRFQ DOT2600000002 Vertical Brine Storage Tanks and Pumps

Responses to Questions from Vendors

Question 1

Is there any brand specific you're married to/would prefer for your application?

Response 1

Not brand specific.

Question 2

How many gallons per minute would be needed?

Response 2

Please see section 3.2.3.2 in the Specifications.

The pump shall be capable of at least 30 gallons per minute (GPM) The pump shall have an ethylene propylene diene monomer (EPDM) hose used as the tubing for the pumping operation. This EPDM hose shall be chemical resistant, to deal with brine, and suitable for temperatures from 0 degrees F to 158 degrees F.

Ouestion 3

What was being pumped?

Response 3

Please see section 3.2.1.11 in the Specifications:

Must be suitable for sodium chloride brine solution, liquid calcium chloride, beet juice/beet based deicing products, and 50% potassium acetate solution.

Ouestion 4

What is the product gravity (if other than water) and the product viscosity?

Response 4

Please see section 3.2.1.1 in the Specifications:

Vertical Polyethylene Brine Storage Tanks must comply with ASTM D 1998-21 as amended, shall be constructed of high-density linear polyethylene and be one-piece seamless construction. Tanks must be rated for specific gravity of 1.9, with ultraviolet (UV) stabilizers to prevent degradation from sunlight

Question 5

What is the pressure required (if any) at the end of the line?

Response 5

Please see section 3.2.1.3 in the Specifications:

Vendor shall provide 20' long, two-inch (2") diameter, 100 pounds per square inch (PSI) flexible inlet and outlet hoses with two-inch (2") Diameter Poly quick connect attachment on tank with a two-inch (2") PVC shut off valve on the inlet and outlet hoses.

Question 6

What are the product pumping temperatures?

Response 6

Please see response #2.

Question 7

What are the differences in elevation? What are the differences in elevation on the suction side?

Response 7

Suction is from the bottom of the tanks, please see Exhibits #2 and #4.

Question 8

What is the size of suction line and list of fittings on suction side?

Response 8

Please see 3.2.2.3 in the Specifications:

Vendor shall provide 20' long, two-inch (2") diameter, 100 pounds per square inch (PSI) flexible inlet and outlet hoses with two-inch (2") Diameter Poly quick connect attachment on tank with a two- inch (2") PVC shut off valve on the inlet and outlet hoses.

Question 9

What is the size and length of the discharge line?

Response 9

Please see response #8.

Question 10

What are the motor requirements (i.e. 1 Phase, 3 Phase, TEFC, ODP, XP)?

Response 10

Please see section 3.1.3.5 in the Specifications:

The pump shall have an electric motor with 1 (one) phase. The motor needs to operate at 60hz and 100 to 550 volts. The motor shall have a minimum of five (5) horsepower. Pump must have an inverter.

Question 11

Can you please provide the duty conditions for the following?

Flow rate, discharge head, percentage of salt brine, suction conditions and discharge piping ion such as size, number or 90 degree elbows, valve, etc.

Response 11

Please see 3.2.3.2 in the Specifications:

The pump shall be capable of at least 30 gallons per minute (GPM)

The pump shall have an ethylene propylene diene monomer (EPDM) hose used as the tubing for the pumping operation. This EPDM hose shall be chemical resistant, to deal with brine, and suitable for temperatures from 0 degrees F to 158 degrees F.

Please see 3.2.1.11 in the Specifications:

Must be suitable for sodium chloride brine solution, liquid calcium chloride, beet juice/beet based deicing products, and 50% potassium acetate solution.

Please see 3.2.1.3 in the Specifications:

Vendor shall provide 20' long, two-inch (2") diameter, 100 pounds per square inch (PSI) flexible inlet and outlet hoses with two-inch (2") Diameter Poly quick connect attachment on tank with a two-inch (2") PVC shut off valve on the inlet and outlet hoses.

Please see Exhibits #1 through #4.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2600000002

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 the 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.

necessary rev	isions to my proposal, pla	ns and/o	r sp	ecification, etc.			
Addendum Numbers Received: (Check the box next to each addendum received)							
[X]	Addendum No. 1	[}	Addendum No. 6			
[]	Addendum No. 2	[]	Addendum No. 7			
[]	Addendum No. 3	[]	Addendum No. 8			
[]	Addendum No. 4	[]	Addendum No. 9			
[]	Addendum No. 5	[]	Addendum No. 10			
further unders discussion he	stand that that any verbal and between Vendor's representations.	represen esentativ	tatio	ne addenda may be cause for rejection of this bid. On made or assumed to be made during any oral and any state personnel is not binding. Only the diffications by an official addendum is binding.			
			V	ariTech Industries, Inc.			
				Company			
				Cric Holland			
				Authorized Signature			
			8	3-4-2025			
				Date			

I

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