



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

Header @ 1

List View

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

Procurement Folder: 1006810

Procurement Type: Central Purchase Order

Vendor ID: VS0000036822

Legal Name: Mass Tank Inspection Services, LLC

Alias/DBA: Mass Tank

Total Bid: \$30,500.00

Response Date: 03/22/2022

Response Time: 12:55

Responded By User ID: carl@masstank.co

First Name: Carl

Last Name: Horstmann

Email: carl@masstank.com

Phone: 508-923-3445

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000135

Published Date: 3/15/22

Close Date: 3/23/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO_1 3000
Gallon Fuel Tank

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1006810
Solicitation Description: ADDENDUM NO_1 3000 Gallon Fuel Tank
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-03-23 13:30	SR 0803 ESR03222200000005806	1

VENDOR
 VS0000036822
 Mass Tank Inspection Services, LLC

Solicitation Number: CRFQ 0803 DOT2200000135
Total Bid: 30500 **Response Date:** 2022-03-22 **Response Time:** 12:55:18
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	3000 gal fuel tank	1.00000	EA	30500.000000	30500.00

Comm Code	Manufacturer	Specification	Model #
24111803			

Commodity Line Comments:

Extended Description:

3000 gallon Flameshield Horizontal Fuel Tank



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: 1006810			Reason for Modification: Addendum No_1 Vendor Questions and Responses
Doc Description: ADDENDUM NO_1 3000 Gallon Fuel Tank			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-15	2022-03-23 13:30	CRFQ 0803 DOT2200000135	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000036822

Vendor Name : Mass Tank Inspection Services

Address : 29 Abbey Lane

Street : Abbey Lane

City : Middleboro

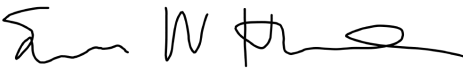
State : MA **Country :** USA **Zip :** 02346

Principal Contact : Samuel Horstmann

Vendor Contact Phone: 508-923-3445 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 460954706 **DATE** 03-22-22

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 West Virginia Division of Highways to establish a contract for the one time purchase of above ground 3000 gallon flame shield fuel tank. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
83 BRUSHY ROAD
CROSSING, PO BOX 610
BUCKHANNON WV
US

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING
BUCKHANNON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3000 gal fuel tank	1.00000	EA	\$30,500.00	\$30,500.00

Comm Code	Manufacturer	Specification	Model #
24111803	Mass Tank	3k Flameshield	3k FS 22

Extended Description:

3000 gallon Flameshield Horizontal Fuel Tank

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-03-14

SOLICITATION NUMBER: CRFQ DOT2200000135

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000135 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 03/23/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT2200000135

Question

3.1.3 Operating and Service Manuals & parts list.
There are no manuals for a steel tank . Should this be removed?

Answer: Will lift requirement 3.1.3

Question

3.1.4 Training
There is no training for a steel tank should this be removed.

Answer: Will lift requirement 3.1.4

Question

3.1.5 Preventive Maintenance and Operators Procedure
There are no preventative maintenance manuals should this be removed.

Answer: Will lift requirement 3.1.5

Question

6.1 Delivery Time
There is no way a tank can be built and shipped within 30 days of order. Estimated delivery realistically is 10 to 12 weeks. Can this be changed.

Answer: Will accept up to 12 weeks

Question

6.6 Return Due to Agency Error
Tanks are built to your specifications at time of order and could not be returned. Should this be removed.

Answer: Will lift requirement 6.6

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000135

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.

Mass Tank Inspection Services, LLC

Company



Authorized Signature

3/22/22

Date

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

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one time purchase of above ground 3000 gallon flameshield fuel tank.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages as more fully described by these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“PVC”** Means Polyvinyl chloride.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Tank.**
 - 3.1.1.1 Tank shall be 3000 gallons capacity.

 - 3.1.1.2 Tank shall be above ground horizontal style on skids.

 - 3.1.1.3 Tank shall be double wall.

 - 3.1.1.4 Tank shall be mild carbon steel construction.

 - 3.1.1.5 Tank shall be 7-gauge shell, 7-gauge head, 10-gauge outer shell and 10 gauge outer shell construction minimum.

 - 3.1.1.6 Tank shall be 5 feet 6 inches in diameter maximum

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

- 3.1.1.7 Tank shall be 18 feet 6 inches maximum length.
- 3.1.1.8 Tank shall have manufacturers standard primer and be top coated in white with manufacturers standard top coating.
- 3.1.1.9 Fittings shall be standard size for tank capacity.
- 3.1.1.10 Skids shall be a minimum 4 inches round, 24# beams welded to the tank saddles.
- 3.1.1.11 Tank shall have ladder brackets on both ends.
- 3.1.1.12 Tank shall have a 2-inch round interstitial monitor pipe.
- 3.1.1.13 Tank shall ship with weather tight PVC threaded plugs.
- 3.1.1.14 Tank must ship with vacuum and verification documents.
- 3.1.1.15 Manway tight bolt 24 inches diameter minimum.
- 3.1.1.16 Pump mount shall be 20 inches by 29 inches for Astra installed on top of tank
- 3.1.1.17 Dispenser bracket shall be mounted on the side of the tank.
- 3.1.1.18 All tags shall be stainless steel.

3.1.2 Warranty

- 3.1.2.1 Unit bid shall have manufacturers standard warranty.

3.1.3 Operating and Service Manuals and Parts Lists:

- 3.1.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. There must be

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

2 service/shop/maintenance manuals and 2 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.1.4 Training:

3.1.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and Mechanic training. To keep operators and mechanics updated, the successful vendor shall conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.5 Preventative Maintenance & Operator Procedures:

3.1.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

The Pricing Page contains a list of the Contract Items and purchase volume. The 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 should type or electronically enter the information into the Pricing Page through WV OASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
John.w.Estep@wv.gov.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Delivery shall be made within 30 working days upon receipt of purchase order. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.7 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
3000 Gallon Flameshield horizontal fuel tank.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in Response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Samuel Horstmann

Telephone Number: 508-923-3445 _____

Fax Number: 508-947-3342 _____

Email Address: Sam@masstank.com


VENDOR: _VS0000036822_ Class 726

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	3000 Gallon above ground horizontal fuel tank	3kFS 22	1	\$30,500.00	\$30,500.00
2					\$0.00

Total Bid Cost		\$30,500.00
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Bid Will Be Awarded To The Lowest Overall Bid Total For All Items

Vendor Information

Company Name: Mass Tank Inspection Services, LLC
Contact Manager: Samuel Horstmann
Address: 29 Abbey Lane, Middleboro, MA 02346
Phone: 508-923-3445
Fax: 508-947-3342
E-mail: sam@masstank.com
Signature: 

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mass Tank Inspection Services, LLC

Authorized Signature: [Signature] Date: 3/22/22

State of MA

County of Plymouth, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of March, 2022

My Commission expires Aug 3, 2023

AFFIX SEAL HERE



CHERYL BILODEAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 3, 2023

NOTARY PUBLIC

[Signature: Cheryl Bilodeau]