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Header 4

 List View

General Information

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Document Information

Clarification Request

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Procurement Type: Central Purchase Order

Vendor ID: 000000102909 

Legal Name: ACUANTIA INC

Alias/DBA:

Total Bid: \$37,754.00

Response Date: 01/07/2026 

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Responded By User ID: TankDepot 

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Solicitation Description: OSR HDPE Double Wall Chemical Storage Tanks

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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
Solicitation Response

Proc Folder: 1838263
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Solicitation Closes	Solicitation Response	Version
2026-01-07 13:30	SR 0313 ESR01072600000003801	1

VENDOR
000000102909
ACUANTIA INC

Solicitation Number: CRFQ 0313 DEP2600000017
Total Bid: 37754
Response Date: 2026-01-07
Response Time: 11:03:06
Comments:

FOR INFORMATION CONTACT THE BUYER
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Vendor Signature X	FEIN#	DATE
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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	HDPE Dual Wall Chemical Tanks	4.00000	EA	9438.500000	37754.00

Comm Code	Manufacturer	Specification	Model #
24111805			

Commodity Line Comments:

Extended Description:

Four tanks delivered to Summersville 5 Block at 6501 Peach Orchard Road Summersville, WV 26651

Vertical Double Wall Captor™ Polyethylene Tank Specification

PART 1 - GENERAL

1.01 Scope

- A. This specification covers upright, double wall, flat bottom storage tank assemblies. The assembly consists of one cylindrical inner primary tank and one blended form octagonal outer secondary tank. Each tank is molded in one-piece seamless construction by rotational molding (laminated or fabricated tanks will not be accepted). The tanks are designed for above-ground, vertical installation and are capable of containing chemicals at atmospheric pressure. The assembly shall be designed to prevent rainwater from entering the containment tank. The design shall allow direct primary tank base retention for up to seismic conditions per IBC code requirements. The containment tank shall be designed to hold a minimum of 115% of the normal fill capacity of the primary tank. Included in this specification are requirements for material properties, design, construction, dimensions, tolerances, workmanship, and appearance. Tank capacities are from 550 gallons (2082 L) up to 12,500 gallons (47,313 L).
- B. This specification does not cover the design of vessels intended for use at pressures above or below atmospheric conditions. It is also not for vessels intended for use with liquids heated above their flash points, temperatures above 140 degrees Fahrenheit for Type I materials, or temperatures above 130 degrees Fahrenheit for Type II materials. (Note: See 1.08 A.2. for chemicals being stored above 100 degrees F)
- C. Contractor shall supply and install all materials, equipment, appurtenances, specialty items, and services required to provide an upright, double wall, flat bottom, closed top, polyethylene storage tank for storage of the chemical application(s) described in Table I. Each tank is to be molded in one-piece seamless construction according to ASTM D 1998 (laminated or fabricated tanks will not be accepted) and will be capable of storing the chemical application at atmospheric pressure.

1.02. Manufacturer

- A. Tanks shall be manufactured by Snyder Industries Inc. or approved equal.

1.03 Applicable Documents

- A. ASTM (American Society for Testing and Materials) Standards:
 - 1. D618 Conditioning Plastics and Electrical Insulating Materials for Testing
 - 2. D638 Tensile Properties of Plastics
 - 3. D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 4. D883 Definitions of Terms Relating to Plastics
 - 5. D1505 Density of Plastics by the Density-Gradient Technique
 - 6. D1525 Test Method for Vicat Softening Temperature of Plastics
 - 7. D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
 - 8. D1998 Standard Specification for Polyethylene Upright Storage Tanks
 - 9. D2765 Degree of Crosslinking in Crosslinked Ethylene Plastics as Determined by Solvent Extraction
 - 10. D2837 Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
 - 11. D3892 Practice for Packaging/Packing of Plastics
 - 12. F412 Definitions of Terms Relating to Plastic Piping Systems
- B. ARM (Association of Rotational Molders) Standards: Low Temperature Impact Resistance (Falling Dart Test Procedure)
- C. ANSI Standards: B-16.5 Pipe Flanges and Flanged Fittings
- D. OSHA Standards: 29 CFR 1910.106 Occupational Safety and Health Administration, Flammable and Combustible Liquids
- E. IBC CODE: International Building Code 2021 Edition
- F. CBC Code: California Building Code 2022 Edition
- G. NSF/ANSI Standard 61 – Drinking Water System Components (Type II resin)
- H. 40 CFR-264.193

1.04. Submittals

- A. Drawings and Data: The manufacturer's shop drawings shall be approved by the engineer or contractor prior to the manufacturing of the tank(s). Data and specifications for the equipment shall include, but shall not be limited to the following submittals.

- B. Contractor shall submit for review sufficient literature, detailed specifications, and drawings to show dimensions, materials used, design features, internal construction, weights and any other information required by the ENGINEER for review of storage tanks and accessories.
- C. Information to be included with the submittals is specified below:
1. Shop drawings for the tanks shall include as a minimum the following:
 - a. Service Conditions: Chemical environment and temperature.
 - b. Statement that fabrication shall be in accordance with ASTM D 1998, where applicable.
 - c. Sizing and description of the fittings and accessories for each tank that are to be supplied by the tank manufacturer.
 - d. Layouts and assembly schedules for each tank identifying the location and elevation from the bottom of the tank for all connections and appurtenances supplied by the tank manufacturer.
 2. Resin - A copy of the resin data sheet from the resin manufacturer for the tank is to be supplied and the tank manufacturer is to certify that it will be the resin used in the manufacture of the tank. Verification may be required if the resin is to be FDA or NSF 61 listed.
 3. Wall thickness - Prior to the manufacture of the tank the designed wall thickness audit is to be supplied based upon ASTM D1998 @ 100 degrees F. (Note: See 1.08 A.2 for chemicals being stored above 100 degrees F)
 4. Tank restraint – If supplied, the drawings and calculations for the system are to be provided. Note: Wet stamped or site specific drawings and calculations may be required.
 5. Supporting information on fittings and accessories to be supplied; heat system, insulation, mastic coating, etc.
 6. Technical Manuals: The tank manufacturer's "Guideline for Use & Installation" is to be submitted for review.
 7. Installation certificate: Once installed the installer is to certify that the tank system has been installed according to the tank manufacturer's Guidelines for Use & Installation.
 8. Manufacturer's warranty
 9. Manufacturer Qualifications: The manufacturer is to have rotationally molded polyethylene tanks based upon ASTM D 1998 utilizing Type I and Type II resins for the last 10 years.
 10. Factory Test Report: Upon completion of the tank the manufacturer's inspection report is to be supplied for each tank.
 - a. Verification of wall thickness (See 1.09 E.)
 - b. Impact test (See 1.09 C.)
 - c. Gel test – (Type I resin only) (See 1.09 D.)
 - d. Hydrostatic test (See 1.09 F.)
 - e. Verification of fitting placement (See 1.09 B.)
 - f. Visual inspection (See 1.09 G.)
 - g. Verification of materials

1.05. Service Conditions

Note: The tank color will be based upon the chemical application and UV exposure of the installation. Tank color is to be natural, black or opaque white.

Table I – Service Conditions

Tank #	Chemical Stored	Concentration / Specific Gravity	Tank Location Inside/Outside	Operating Temperature	Fitting Material	Gasket Material	Bolt Material

1.06. Chemical Compatibility

- A. Chemical compatibility shall be according to the following chemical resistance guides:

Compass Publications -

Pruett, Kenneth M., "Chemical Resistance Guide for Plastics"

Pruett, Kenneth M., "Chemical Resistance Guide for Metals and Alloys"

Pruett, Kenneth M., "Chemical Resistance Guide for Elastomers III"

- B. These references shall be considered as general guidelines only. In many cases, combinations of these chemicals are used in such a way that only the customer (by testing molded product samples) can make a determination in regards to acceptability.

Note: Contact the manufacturer for applications that are not listed below.

Chemical	Concentration	Resin	Design Info	Fitting Material	Gasket Material	Bolt Material
Acetic Acid	60	HDLPE & XLPE	1.5/ASTM	PP/PVC	EPDM	316SS/Hastelloy/Titan.
Acetic Acid	80	HDLPE	1.9/ASTM	PP	EPDM	316SS/Hastelloy/Titan.
Acrylic Emulsions	50	XLPE	1.9/ASTM	PVC	EPDM	316SS
Aluminum Sulfate	50	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Ammonium Sulfate	40	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Calcium Carbonate	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Calcium Chloride	40	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Citric Acid	Saturated	HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
DEF (Diesel Exhaust Fluid)	32.5	HDLPE & XLPE	1.35/ASTM	316SS	EPDM	316SS
Deionized Water	Up to 18.3 MΩ	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS
Ethylene Glycol	100	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Ferric Chloride	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy/Titan.
Ferric Sulfate	60	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Ferrous Chloride	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy/Titan.
Ferrous Sulfate	20	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	Hastelloy
Hydrochloric Acid	37	HDLPE	1.9/ASTM	PVC	Viton	Hastelloy
Hydrofluoric Acid	48	HDLPE	1.9/ASTM	PP/PVC	Viton	Hastelloy
Hydrofluosilicic Acid	26	HDLPE/XLPE*	1.9/ASTM	PP/PVC	Viton	Hastelloy
Hydrogen Peroxide	50	HDLPE	1.9/ASTM	PVC	Viton	316SS/Hastelloy/Titan.
Magnesium Chloride	30	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Motor Oil	100	HDLPE & XLPE	1.9/ASTM	316SS	Viton	316SS
Peracetic Acid	30	HDLPE	1.9/ASTM	316SS	Aflas	316SS
Phosphoric Acid	85	HDLPE	1.9/ASTM	PVC	Viton	316SS
Polyaluminum Chloride		HDLPE & XLPE	1.9/ASTM	PVC	EPDM	Hastelloy
Polymers***		HDLPE or XLPE***	1.5/ASTM	PVC or 316SS	EPDM or Viton***	316SS
Potable Water		HDLPE	1.5/ASTM	PVC	EPDM	316SS
Potassium Carbonate	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Potassium Hydroxide	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Propylene Glycol		HDLPE & XLPE	1.9/ASTM	PP/316SS	EPDM	316SS
Sodium Bisulfate		HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
Sodium Bisulfite		HDLPE	1.9/ASTM	PVC/PP	EPDM	316SS
Sodium Carbonate	30	HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Sodium Carbonate	Saturated	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS**/Hastelloy/Titan.
Sodium Hydroxide	50	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Sodium Hypochlorite-in (Non-UV)	<16.5	HDLPE	1.9/ASTM	PVC	Viton	Titanium
Sodium Hypochlorite-out (UV)	<16.5	HDLPE #880059	1.9/ASTM	PVC	Viton	Titanium
Sodium Hypochlorite-out (UV)	<16.5	HDLPE Insulated	1.9/ASTM	PVC	Viton	Titanium
Sodium Thiosulfate	40	HDLPE & XLPE	1.9/ASTM	PVC	EPDM	316SS
Sulfuric Acid	98	HDLPE #880046*	1.9/ASTM	CPVC	Viton	Hastelloy
Sulfuric Acid	93	HDLPE #880046*	1.9/ASTM	CPVC	Viton	Hastelloy
Surfactants		XLPE	1.5/ASTM	PVC	EPDM	316SS
Urea Solution	50	HDLPE & XLPE	1.35/ASTM	PP/PVC	EPDM	316SS
Water w/Ozone up to 10 PPM		HDLPE & XLPE	1.5/ASTM	PVC	EPDM	316SS
Zinc Orthophosphate		HDLPE	1.9/ASTM	PP/316SS	EPDM	316SS

* Chemical may cause tank material to discolor.

** 316SS may pit upon drying.

*** There are a wide variety of polymer chemical compositions. To confirm compatibility, secure an SDS and have it reviewed by Snyder and/or your chemical supplier.

For chemicals or chemical blends not listed on the above chart, please contact Snyder Industries

1.07. Materials – Resin Classification

- A. Tanks are classified according to the resin type. It is the responsibility of the purchaser to specify Type I or Type II.
 - 1. Type I – Tanks molded from cross-linkable polyethylene resin (XLPE) with density between 0.942-0.946 g/cc.
 - 2. Type II - Tanks molded from linear polyethylene resin (HDLPE) with density between 0.941-0.950 g/cc.
 - 3. Rotationally molded tanks with a combination (liner or laminate) of Type I (XLPE) and Type II (HDLPE) resin are not allowed (would not meet ASTM D1998 standards).
- B. The material used shall be virgin polyethylene resin as compounded and certified by the manufacturer. Type I tanks shall be made from crosslinked polyethylene (XLPE) resin as manufactured by ExxonMobil Chemical, or resin of equal physical and chemical properties. Type II tanks shall be made from high density linear polyethylene (HDLPE) resin as manufactured by ExxonMobil Chemical, or resin of equal physical and chemical properties.
- C. All polyethylene resin material shall contain a U.V. stabilizer as compounded by the resin manufacturer. Pigments may be added at the purchaser's request, but shall not exceed 0.25% (dry blended) of the total weight.

1.08 Design Requirements

Note: The designed specific gravity of the tank shall be based upon the actual chemical, its' concentration and temperature. From these factors it can be determined if polyethylene can be used and if so which family of polyethylene is to be used. There are chemical applications where both the (cross-linked - Type I) XLPE and HDLPE (high-density linear - Type II) resin will work. There are also applications where only one of these families of resin is recommended. If FDA or NSF 61 is required the Type II HDLPE resin will be required.

- A. The minimum required wall thickness of the cylindrical shell at any fluid level shall be determined by the following equation, but shall not be less than 0.187 in. thick.

$$T = P \times O.D./2 SD = 0.433 \times S.G. \times H \times O.D./2 SD$$

T = wall thickness
SD = hydrostatic design stress, PSI
P = pressure (.433 x S.G. x H), PSI
H = fluid head, ft.
S.G. = specific gravity, g/cm³
O.D. = outside diameter, in.

- 1. The hydrostatic design stress shall be determined by multiplying the hydrostatic design basis, determined by ASTM D2837 using rotationally molded samples, with a service factor selected for the application. The hydrostatic design stress would be ≤ 660 PSI at 73 degrees Fahrenheit for Type I and Type II materials based the resin density. In accordance with the formula in 1.08 A., the tank shall have a stratiform (tapered wall thickness) wall. In no case shall the wall thickness be less than the minimum allowed per calculation of ASTM D1998.
 - 2. The hydrostatic design stress shall be derated for service above 100 degrees Fahrenheit and for mechanical loading of the tank.
 - 3. The standard design specific gravity shall be 1.5 or 1.9.
- B. The minimum required wall thickness for the cylinder straight shell must be sufficient to support its own weight in an upright position without any external support. Secondary containment tanks shall be designed per the manufacturer's standard containment thickness requirements. The secondary containment shall be configured to allow shipment of the primary tank inside of the secondary tank. The shipment shall be done without the aid of additional spacer blocks which can be lost during shipment causing tank damage.
- C. The top head must be integrally molded with the cylinder shell. The minimum thickness of the top head shall be equal to the top of the straight wall. The primary tank top shall be configured to prevent rain water from entering the secondary containment tank. The top head of tanks with 550 or more gallons of capacity shall be designed to provide a minimum of 1300 square inches of flat area for fitting locations. The primary tank shall be keyed to the secondary tank preventing primary tank rotation. The secondary containment shall have 115% of the normal fill capacity of the primary tank.
- D. Tanks with 550 or more gallons of capacity shall have a minimum of 3 lifting lugs integrally molded into the top head. The lifting lugs shall be designed to allow erection of empty primary and secondary tanks. Tanks shall be capable of being lifted into position as a unit (primary and secondary tanks).
- E. The tank shall be designed to provide a minimum of 4 tie-down lugs integrally molded into the top head. The tie-down lugs shall be designed to allow tank retention in wind and seismic loading situations without tank damage. The primary/secondary tank unit shall be configured to allow direct primary tank base retention for seismic load conditions. The base retention unit shall be anchor bolted to an appropriate structure and not require additional spacer blocks. Refer to section 2.02 H. for tank tie-down accessories.

Table II – Tank Schedule

Tank Reference #				
Quantity				
Capacity - Side Wall				
Specific Gravity– designed				
Diameter (nominal)				
Height (feet) maximum				
Tank Resin (primary/secondary)				
Type I XLPE				
Type II HDLPE				
Color				
Manway Type				
Fitting Material				
Gasket Material				
Bolt Material				

Note: Useable Volume is the height between the drain outlet and the "Full" line on the tank. Specified tank volume is larger than the useable volume. Check useable volume for tanks designed to take full truck loads.

1.09. Quality Assurance & Test Methods

- A. The tanks of the same material furnished under this Section shall be supplied by a manufacturer who has been regularly engaged in the design and manufacturing of rotationally molded polyethylene chemical storage tanks using cross-linked and high density linear polyethylene tanks for over ten years.
- B. Dimensions and Tolerances
 1. All dimensions will be taken with the tank in the vertical position, unfilled. Tank dimensions will represent the exterior measurements.
 2. The tolerance for the outside diameter, including out of roundness, shall be per ASTM D1998.
 3. The tolerance for fitting placements shall be +/- 0.5 in. in elevation and 2 degrees radial at ambient temperature.
- C. Low Temperature Impact Test *(copy of the test report will be provided if ASTM documents are ordered)*
 1. Test specimens shall be taken from fitting location areas.
 2. Test specimens shall be conditioned at (- 40) degrees Fahrenheit for a minimum of 2 hours.
 3. The test specimens shall be impacted in accordance with the standard testing methods as found in ASTM D1998. Test specimens < ½" thickness shall be tested at 100 ft. lb. Test specimens > ½" thickness shall be tested at 200 ft. lb.
- D. Degree of Crosslinking Test (% Gel – Type I Resin Only)
 1. The test method used is to be the o-xylene insoluble fraction (gel test) per ASTM D2765 Method C. This test method is for determination of the ortho-xylene insoluble fraction (gel) of crosslinked polyethylene. A Gel test will be conducted if ordered by the customer.
 2. The percent gel level for Type I tanks on the inside 1/8 in. of the wall shall be a minimum of 65%.
- E. Ultrasonic Tank Thickness Test *(copy of the test report will be provided if ASTM documents are ordered)*
 1. All primary tanks 2000 gallons or larger shall be measured for tank wall thickness at 6", 1ft., 2ft. and 3ft. on the tank sidewall height at 0° and 180° around the tank circumference with 0° being the tank manway and going counter-clockwise per ANSI standard drafting specifications. A copy of this test report can be ordered when placing the original tank order. All tanks shall meet design thickness requirements and tolerances.
 2. Tanks smaller than 2000 gallons are only periodically measured at the start of a production run or after any design changes. Customers can place an order for tank wall thickness measurements on smaller tank sizes when placing the original order. A copy of the test report will be provided if ordered.

F. Hydrostatic Water Test

1. The hydrostatic water test shall consist of filling the primary tank to brim full capacity for a minimum of four hours and conducting a visual inspection for leaks. A hydrostatic water test will be conducted if ordered by the customer.

G. Workmanship

1. The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel. Fine bubbles are acceptable with Type II tanks to the degree in which they do not interfere with proper fusion of the resin melt.
2. All cut edges where openings are cut into the tanks shall be trimmed smooth.

Table III – Fitting and Accessory Schedule

Tank Number	TNK -	TNK -	TNK -	TNK -
Description	Quantity / Size	Quantity / Size	Quantity / Size	Quantity / Size
Inlet / Fill				
Outlet				
Drain				
Overflow				
Vent				
Surge Protection Lid				
Manway				
Ladder - FRP or Galv. Steel				
Lifting Lugs				
Tie-down Lugs				
Seismic/Wind Tie-down				
Ultrasonic Level Indicator				
Reverse Float Level Indicator				
Leak Detection System				
Heat System				
Maintenance Temperature				
Min. Ambient Temperature				
Insulation w/mastic coating				

PART 2 – FITTINGS & ACCESSORIES

2.01. Tank Fittings

A. Fittings – Threaded Bulkhead (Remove if not required)

1. Threaded bulkhead fittings are available for above liquid installation depending on the tank diameter and the placement of the fitting in the tank. Fittings must be placed away from tank knuckle radius' and flange lines. Consult manufacturer for placement questions. The maximum allowable size for bulkhead fittings placed on a curved cylindrical section of tanks 48 in. to 142 in. in diameter is 2 inch. Tank wall thickness must be considered for bulkhead fitting placement. The maximum wall thickness for each fitting size is shown below.

Fitting Size	Maximum Wall Thickness
1/2 in.	2 in.
3/4 in.	2 in.
1 in.	2 in.
1 1/4 in.	2 in.
1 1/2 in.	2 in.
2 in.	2 in.
3 in.	2.125 in. (Flat Surface Only)

2. The bulkhead fittings shall be constructed of PVC, PP, or other specified material. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton®, or other specified material.

B. Fittings - Self-Aligning Threaded Bulkhead (Remove if not required)

1. Self-Aligning fittings are available for installation in vapor phase applications on curved surfaces depending on the spherical dome radius and the placement of the fitting on the tank dome. Fittings must be placed away from tank radius'. Consult SII for placement questions. The maximum allowable size for self-aligning fittings placed on a spherical section of the tank is shown below.

Tank Diameter	Maximum Fitting Size Allowable
45 in. - 48 in.	2 in.
64 in. - 142 in.	3 in.

Tank thickness and fitting angle may need to be considered for self-aligning fitting placement. The maximum thickness and installation angles for each fitting size are shown below.

Fitting Size	Maximum Angle	Maximum Thickness
1 in.	27 degrees	1.000 in.
2 in.	25 degrees	0.750 in.
3 in.	20 degrees	1.000 in.

2. The self-aligning fittings shall be constructed of PVC or CPVC. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton®, or other specified material.

C. Fittings - Bolted Double 150 lb. Flange Fittings (Remove if not required)

1. Bolted double flange fittings are available for below liquid level installation for sizes 2 in. through 4 in. depending on the placement of the fitting in the tank. Fittings must be placed away from tank knuckle radius' and flange lines. Consult SII for placement questions. Bolted double flange fittings provide the best strength and sealing characteristics of any tank fitting available. Allowable fittings sizes based on tank diameter for curved surfaces are shown below.

Tank Diameter	Maximum Bolted Fitting Size Allowable
48 in. - 86 in.	3 in.
90 in. - 102 in.	6 in.
120 in. - 142 in.	8 in.

The bolted double flange fittings shall allow tank wall thickness up to 2 1/2 in.

2. The bolted double flange fitting shall be constructed with 2 ea. 150 lb. flanges, 2 ea. 150 lb. flange gaskets, and the correct number and size of all-thread bolts for the flange specified by the flange manufacturer. The flanges shall be constructed of PVC Type I, Grade I, or other specified material. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton® or other specified material. There shall be a minimum of 4 ea. full thread bolts. The bolts may have gasketed flanged metal heads or bolt heads encapsulated in Type II polyethylene material. The encapsulated bolt shall be designed to prevent metal exposure to the liquid in the tank and prevent bolt rotation during installation. The polyethylene encapsulation shall fully cover the bolt head and a minimum of 1/4" of the threads closest to the bolt head. The polyethylene shall be color coded to distinguish bolt material (white - 316 S.S., yellow - Hastelloy C276, green - Titanium). Each encapsulated bolt shall have a gasket to provide a sealing surface against the inner flange.
3. Standard orientation of bolted double flange fittings shall have bolt holes straddling the principal centerline of the tank in accordance with ANSI/ASME B-16.5 unless otherwise specified.

D. Fittings - Bolted Stainless Steel Fittings (Remove if not required)

1. Bolted stainless steel fittings are available for below liquid level installation depending on the tank diameter and the placement of the fitting in the tank. Fittings must be placed away from tank knuckle radius' and flange lines. Consult SII for placement questions. Allowable fittings sizes based on tank diameter for curved surfaces are shown below.

Tank Diameter	Maximum Bolted Fitting Size Allowable
48 in.	3 in.
64 in. - 142 in.	4 in.

The bolted stainless steel fittings shall allow tank wall thickness up to 2 1/2 in.

2. The bolted stainless steel fittings shall be constructed with a minimum of 4 fully threaded 3/8 in. studs. Each fitting shall have two gaskets and two flanges. One gasket shall be compressed between the inside of the tank wall surface and the inside flange of the fitting. The other gasket shall be compressed between the outside tank wall surface and the outside flange of the fitting. The stainless steel fittings come standard with female pipe threads on both the inner and outer flanges. Other threading arrangements may be specified. The fittings shall be constructed of Type 316 stainless steel. Gaskets shall be a minimum of 1/4" thickness and constructed of 40-50 durometer EPDM, 60-70 durometer Viton® or other specified material.
- E. Fittings – Unified Fitting Outlet (UFO™) (Remove if not required – no sidewall outlet/drain)
1. The UFO shall provide a flexible containment seal between the inner primary tank and the outer secondary containment tank. This fitting outlet when used in combination with fittings as per sections 2.01 C and D provides access for connecting piping to the inner primary tank while maintaining containment integrity between the inner primary tank and the outer secondary containment tank. This fitting outlet may be used for 2, 3, and 4 in. fitting sizes.
- F. Fittings - Siphon Tube (Remove if not required)
1. Siphon tubes may be added to the fittings specified in sections 2.01 C and D. A siphon tube will allow these fittings, when used as drainage fittings, to provide additional tank drainage.
- G. Vents
1. Each tank must be properly vented for the type of material and flow rates expected. Vents must comply with OSHA 1910.106 (f) (2) (iii) or other accepted standard. All tanks must be vented for atmospheric pressure as well as any pressure created by filling and emptying the tank. Some applications may require a sealed tank with a vent line going to a scrubber system for proper chemical safety. Venting equipment should be sized to limit pressure or vacuum in the tank to a maximum of 1/2" of water column (0.02 psi). U-Vents are offered in sizes from 1 in. to 6 in. with or without mesh insect screening. U-Vents with mesh screening may require additional sizing due to reduced air-flow rates. Consult the manufacturer for necessary venting and placement information.
 2. All u-vents shall be constructed of PVC or other specified materials.
 3. When a tank is being filled from a pressurized tanker truck or rail car steps need to be taken to avoid pressurizing the tank. The tank may require a secondary surge protection lid to avoid any pressure build up. The surge protection lid is to be a 14" or 18" hinged and be design that it is self-closing.
 - 4.. To avoid the air surge and over-pressurization from a tank being filled from a pressurized tanker truck or rail car, the 18" (26" x 11.7") polyethylene mushroom vent could be used. The mushroom vent is rotationally molded with Type II, HDLPE. The vent is to be attached to the tank with (8) screws and a bead of silicone sealant or threaded designs quarter-twist into an 18" threaded manway ring (replaces manway). The underside of the vent has 1/8" poly mesh insect screen. The mushroom vent requires a 19" diameter flat surface on the tank for installation or a tank with an existing 18" threaded manway.
- H. Flange Adapters (Remove if not required)
1. Flange adapters may be purchased as optional equipment to adapt threaded or socket fitting outlets to 150 lb. flange connections for connection to piping system components. Flange adapters are available in PVC. Flange adapter construction shall utilize schedule 80 components in sizes ranging from 3/4" to 8" depending on material required.
- I. Flexible Connections
1. All tank fitting attachments shall be equipped with flexible couplers or other movement provisions provided by the tank customer. The tank will deflect based upon tank loading, chemical temperature and storage time duration. Tank piping flexible couplers shall be designed to allow 4% tank design movement. Movement shall be considered to occur both outward in tank radius and downward in fitting elevation from the neutral tank fitting placement.
 2. The flexible connection is to be manufactured of the same material as the tank or a compatible material approved by the project engineer. If an elastomer flexible connection is used control bolts are required if recommended by the manufacturer. The flexible connection is to be designed for a minimum of 4% tank movement. The flexible connection is to be designed with 150# flange connections to allow for attachment to the tank and the piping system. The flexible connection is to be attached as close as possible to the tank to reduce stress.

2.02. Tank Attachments

A. Level Indication

1. Sight Level Gage (Remove if not required)

- a. The sight level gage shall be constructed of flexible PVC tubing to allow for tank contraction and expansion due to loading and temperature changes. The level gage shall be connected to the tank at the top of the tank with 1ea. appropriate 3/4" fitting as described in section 2.01 A, C or D and to a tee off of the drain / transition fitting. Each fitting can have valves installed for isolation or drainage purposes.

2. Reverse Float Level Gage (only available in tanks constructed with Type II resin) (Remove if not required)

- a. The float level gage shall be constructed of a guided float on the inside of the tank connected to a weight indicator on the exterior of the tank with a 1/4" rope. The weighted indicator shall move along inside a clear guide pipe and may be equipped with an optional gallonage indicator board. The gallonage indicator board is made of PVC material and may be attached to the clear guide pipe. If specified the board shall be stenciled with one hundred gallon marks and labeled every five hundred gallons. The level gage shall be connected to the tank at an appropriate tank flat on the tank dome with a 3" threaded bulkhead fittings and held along the tank sidewall with appropriate 1" fittings and stand-off connections.
- b. The float level gage rigid components shall be constructed of PVC. The rope shall be constructed of polypropylene or other specified material. Gaskets shall be constructed of EPDM, Viton® or other specified material.

3. Ultrasonic Level Indicator (Remove if not required)

- a. The ultrasonic enclosure is to be an all plastic design with a NEMA 4X rating. The ultrasonic transducer is to have a 12" dead band and beam with a 20 ft range. The supply voltage can be 110, 220 VAC or 24 VDC. The connection to the tank is to be 2" NPT.
- b. The ultrasonic level indicator shall provide a visual display of liquid level in the tank showing gallonage in measurement of hundreds of gallons along with 4-20 mA output for other alarm or control systems as well as four independent contacts capable of handling 10 amps each. Each contact can be programmed to operate in different opening and closing methods (7 modes). Contacts can be used to control pumps, valves, alarms, etc.

B. Leak Detector Unit (Remove if not required)

The leak detector unit shall consist of a proximity sensor, a welded 2 in. fpt connection, a 2 in. bung plug with a 3/4 in strain relief, and an indicator box. The sensor is placed in the interstitial space between the primary and secondary tanks approximately 1 in. above the tank bottom. The indicator box shall be Nema 4 rated and factory pre-wired for 110 VAC power. All connections shall be labeled to prevent errors in field installation.

1. Standard Model - The indicator box will show a green light when power is on and the sensor is not detecting a liquid. The light is a push to test light allowing the operator to test for power outage or malfunction. If the green light goes out there are two possibilities. The green light does not come on when the button is pushed. This would indicate a lack of power to the unit or the light bulb is burned out. If the green light comes on when pushed, then a possible leak condition is indicated.
2. Audible Model - Shall be supplied with audible and visual alarms. Additionally, it shall include a normally open (NO) or normally closed (NC) auxiliary outputs that can be wired to another alarm source such as a PLC or auto-dialer.

C. Threaded Manways and Fill Caps (Remove if not required)

1. Manways are available in an 18 in. vented or non-vented threaded design or hinged style (minimum opening diameter of 15 in.) and a 24 in. vented or non-vented threaded or hinged style (minimum opening diameter of 22 in.) on various tank sizes. Check the manufacture's specification drawing for availability and position.
2. All caps and manways shall be constructed of polyethylene material.

D. Bolted Sealed Top Manway (Remove if not required)

1. Sealed manways are available in 14, 18, 20 and 24 in. sizes on certain tanks in selected positions. Consult the manufacturer for placement positions.
2. The sealed manway shall be constructed of polyethylene material. The bolts shall be polypropylene or other specified material. The gaskets shall be closed cell, crosslinked polyethylene foam and Viton® o-rings to seal the bolts.

E. Surge Protection Lid (Remove if not required)

1. The hinged lid is to be manufactured of polyethylene. The lid will be a 14 in. size with 11 in. access opening or 18" with 15" access. The opening of the lid is to be restricted by a tether. The lid is to be designed so that it will close when the pressure has been released. Check SII specification drawing for availability and position.

F. Down Pipes and Fill Pipes

1. External Fill / Down Pipes (Remove if not required)

- a. External fill pipes shall be prepared per the customer approved drawings and specifications. All external fill pipes shall be supported at 3 ft. maximum intervals with a support structure independent of the tank (ground supported). All designs shall be done according to the specific needs of the customer.
- b. All external fill pipes shall be constructed of PVC or other specified materials.

2. Internal Fill / Down Pipes (Remove if not required)

- a. Internal down pipes shall be prepared per the customer approved drawings and specifications. All internal down pipes shall be supported at 5 ft. maximum intervals with a support structure welded to the inside of the primary tank (only available in tanks constructed with Type II resin). The support design may utilize a PVC clamp or other specified materials for support. All designs shall be done according to the specific needs of the customer.
- b. All internal down pipes shall be constructed of PVC or other specified materials.

G. Ladders (Remove if not required)

1. Ladders shall be constructed of galvanized mild steel or FRP.
2. Safety cages shall be provided with ladders as optional equipment unless required by OSHA standards.
3. All ladders shall be designed to meet applicable OSHA standards. Reference: OSHA 1926.1053; Ladders.
4. Ladders must be mounted to the tank to allow for tank expansion and contraction due to temperature and loading changes. All top ladder mounts shall be connected to integrally molded-in attachment lugs that allow for tank movement due to temperature and loading changes.
5. Mild steel parts shall be deburred and galvanized.

H. Tie Down Systems (Remove if not required)

1. The tie down system shall be designed to withstand 150 MPH wind loads. Tie down systems are based on requirements for nonbuilding structures and must meet seismic requirements per IBC 2021 / CBC 2022 code with seismic loads $\leq .445g$ (Seismic Design Category "D" - $F_a=1.0$, $F_v=1.5$, $S_s=1.4$, $S_1=0.5$). Anchor bolts shall be provided by the contractor per the calculations and the base plates for the system. A registered engineer's wet stamped calculations and or drawings may be required.
2. The tie down system shall be offered in either galvanized steel, 304 or 316 stainless steel.
3. Mild steel parts shall be deburred and galvanized.

I. Tank Heating Systems (Remove if not required)

1. Heating systems for use with polyethylene tanks shall be designed to meet specific requirements such as tank material type, tank size, low ambient temperature, and desired process temperature. Systems shall be available in 30, 40, 50, 60, 70, 80, 90 or 100 degrees F delta T.
2. All control components of the heating system shall be mounted in water tight, high impact plastic box(es) with a gasketed cover.
3. All heating system components shall be NEMA 4XIP66 rated and factory pre-wired for 120 VAC single phase. All connections shall be labeled to prevent errors in field installation.
4. Each control box shall contain two temperature controls. One control shall regulate the process temperature setting and the other control shall regulate the high-limit temperature setting. The process temperature setting should be set at the desired process temperature. The high-limit temperature setting shall be set to 100 degrees Fahrenheit temperature to a maximum of 130 degrees Fahrenheit. All control systems must be designed with a power off failure mode.

5. The heating panels shall be designed to wrap around and lie flat against the surface of the secondary containment tank. The heating panels shall have a maximum heating density of 0.06 watts per square centimeter. All heating panels and sensor bulbs shall be attached to the tank with 2" wide duct tape. The high temperature sensor shall directly sense the temperature of the heating panels on the secondary containment tank. The maintenance temperature sensor shall directly sense the temperature of the inner primary tank. Under no circumstances shall cable type heaters be used with polyethylene tanks.
6. Insulation used shall be polyurethane foam with a density of 2.0 - 3.0 lb./ft³ with a "R" value of 6.3/in. The foam shall be applied with a nominal thickness of 2" to all external tank surfaces except the tank bottom shell.
7. Upon completion of application and curing of the insulation, two full coverage coats of latex mastic coating shall be applied to the surface of the insulation in such manner as to seal the insulation from the outside environment. The latex mastic can be ordered in gray (standard) or white in color.

2.03 Warranty

- A. The tank shall be warranted for three years in regards to defects in materials and workmanship. The warranty on fittings and accessories supplied by the tank manufacturer will be for one year. The warranty will begin at time of shipment.
- B. Snyder Industries may offer extended warranties on tanks (up to a maximum of 5 years) in regards to defects in materials and workmanship in certain applications or as a purchased option. Please consult Snyder Industries if you have any questions regarding extended warranty coverage and/or requirements.

2.04 Marking, Packing and Packaging

- A. The tanks shall be marked to identify the product, date (month and year) of manufacture, capacity, and serial number. The tank shall be shipped with a 3 of 9, HRI bar code label containing tank description, manufacturing order number, part number, serial number, manufacturer, and date.
- B. The proper caution or warning signs as prescribed by OSHA standard 29 CFR 1910.106 shall be customer determined and supplied.
- C. All packing, packaging, and marking provisions of ASTM Practice D3892 shall apply to this standard.
- D. Customer specified labeling is available.
- E. Tank shrink wrapping and bagging is available upon customer request.
- F. All fittings that do not interfere with tank shipment shall be installed unless otherwise specified. Fittings and accessories that interfere with tank shipment or could be broken during shipment are shipped separately.
- G. Permanent Labels:
 1. Engraved stainless steel identification plate. Must be ordered by customer. (remove if not required)
 2. National Fire Protection Association label specifically coded for the tank contents in accordance with NFPA 30. (to be supplied by the contractor).
 3. Stencil the chemical label on to the tank wall to be clearly visible from outside the tank enclosure. Must be ordered by customer. (remove if not required)

PART 3 - EXECUTION

3.01 Shipping, Delivery & Storage

- A. Since there are variations in methods of shipping, SII's instructions shall be followed in all cases.
- B. Transportation, handling, storage of the tanks, and installation shall be in accordance with the manufacturer's printed instructions.
- C. Upon receipt of the tank and accessories the purchaser and/or his agent shall be responsible for inspection for damage and to verify that the system is complete. If damage has occurred, a claim should be filed with the carrier by the purchaser, and the manufacturer should be notified prior to the tank being put into service. All fittings and accessories need to be installed and adjusted in the field according to the manufacturer's Guidelines for Use & Installation.
- D. Consult the manufacturer's "Guideline for Use and Installation" booklet included with your tank for unloading instructions on specific tanks. This booklet can be found attached to the cap or manway area on the inside of the tank. Tanks with capacities of 550 gallons or more have molded-in lifting lugs provided to assist with handling the empty tank. Shipping cables are attached to secure the primary and secondary tank together to be moved assembled and must remain intact while moving the tank. Once the tank is in position, the shipping cables shall be removed from the tank.

- E. If tank shall be stored for over one month before being put into service, it should be stored in an upright vertical position. If outdoors it shall be secured to prevent movement or overturn during high wind situations.

3.02 Installation & Field Testing

- A. Install the tanks in strict accordance with Snyder Industries' Guidelines for Use and Installation and shop drawings.
- B. Snyder Industries recommends that all tanks be hydro-tested (water test) for 24 hours before introduction of chemical. Once completed, if necessary, remove all test water to prevent any possible reaction with chemical to be stored.
- C. All tank fitting attachments shall be equipped with flexible couplers or other movement provisions provided by the tank customer. The tank will deflect based upon tank loading, chemical temperature and storage time duration. Tank piping flexible couplers shall be designed to allow 4 percent tank design movement. Movement shall be considered to occur both outward in tank radius and downward in fitting elevation from the neutral tank fitting placement.
- D. The installer is to certify in writing that the tank system has been installed according to the tank manufacturer's Guidelines for Use & Installation

End of Section



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
Chemicals

Proc Folder: 1838263			Reason for Modification:
Doc Description: OSR HDPE Double Wall Chemical Storage Tanks			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-12-15	2026-01-07 13:30	CRFQ 0313 DEP2600000017	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000102909

Vendor Name : Acuantia Inc

Address : 1611 Edgewood Ct

Street :

City : Cleburne

State : TX **Country :** USA **Zip :** 76031

Principal Contact : Gerardo Mireles

Vendor Contact Phone: 817-953-8550 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X *Rebecca Cap Mertens* **FEIN#** 11-3523358 **DATE** 1/6/26

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (WVDEP-OSR) to purchase (4) four High Density Polyethylene Double Wall chemical storage tanks per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION		STATE OF WEST VIRGINIA	
OFFICE OF SPECIAL RECLAMATION		JOBSITE - SEE SPECIFICATIONS	
601 57TH ST SE			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HDPE Dual Wall Chemical Tanks	4.00000	EA	\$9,438.50	\$37,754

Comm Code	Manufacturer	Specification	Model #
24111805	Snyder Industries		5470000N45

Extended Description:
Four tanks delivered to Summersville 5 Block at 6501 Peach Orchard Road Summersville, WV 26651

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 12/19/2025 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2600000017

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: 01/07/2026 @ 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 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.

☐

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☐

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 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 hearth, 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) Rebecca Cap Mertens

(Address) 1611 Edgewood Ct, Cleburne TX

(Phone Number) / (Fax Number) 866-926-5603

(email address) rcapmertens@rotoplas.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.

Acuantia Inc

(Company)
Rebecca Cap Mertens

(Signature of Authorized Representative)
Rebecca Cap Mertens

(Printed Name and Title of Authorized Representative) (Date)
Head of Commercial and Digital Operations 1/7/2026

(Phone Number) (Fax Number)
8669265603 rcapmertens@rotoplas.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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Acuantia Inc

Company

Rebecca Cap Mertens

Authorized Signature

1/6/2026

Date

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

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Office of Special Reclamation (WVDEP-OSR) to purchase (4) four High Density Polyethylene Double Wall chemical storage tanks.

This solicitation was previously advertised as CRFQ DEP25*020, solicitation closed on 06/03/2025. Vendors may view previous solicitation responses here:

<https://www.state.wv.us/admin/purchase/Bids/FY2025/BO20250603.html>

Vendors are encouraged to review specifications and requirements closely as specifications most likely have changed since last time solicited.

- 2. DEFINITIONS:** The terms listed shall have the following meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Page.

2.2 “Pricing Page” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.

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.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Vendor shall provide Agency with the following Contract Items. Contract Items must meet or exceed the following mandatory requirements.

3.1.1 High Density Polyethylene Double Wall Chemical Storage Tank

3.1.1.1 Capacity of tank shall be a minimum of 1100 gallons and a maximum of 1295 gallons.

3.1.1.2 Shall be molded in one-piece seamless construction according to ASTM D 1998 (laminated or fabricated tanks will not be accepted) and will be capable of storing the chemical application (Sodium

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

Hydroxide (NaOH) at 50% concentration or less, Sodium Permanganate, less than 1%,) at atmospheric pressure.

- 3.1.1.3** Tank shall be able to be placed outside.
- 3.1.1.4** Tank shall be sealed so that rainwater will not enter the containment tank.
- 3.1.1.5** Tank shall be made of High-Density Polyethylene.
- 3.1.1.6** Tank material shall contain an Ultraviolet 15 stabilizer.
- 3.1.1.7** Tank shall have a minimum of four (4) steel lifting lugs.
 - 3.1.1.7.1** Lugs shall be designed to allow erection of empty primary and secondary tank. Tanks shall be capable of being lifted into position as a unit (primary and secondary tanks).
- 3.1.1.8** Tank manway shall have a eighteen-inch (18") lockable hinged lid.
- 3.1.1.9** Tank shall have a two-inch (2") vent.
- 3.1.1.10** Tank shall have a two-inch (2") stainless steel bulkhead fitting for a level indicator.
- 3.1.1.11** Tank shall have a reverse float level gauge.
 - 3.1.1.11.1** The float level gauge shall be constructed of a guided float on the inside of the tank connected to a weight indicator on the exterior of the tank with a 1/4" rope.
 - 3.1.1.11.2** The weighted indicator shall move along inside a clear guide pipe and may be equipped with an optional gallonage indicator board.
 - 3.1.1.11.3** The gallonage indicator board is made of PVC material and may be attached to the clear guide pipe.

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

- 3.1.1.11.4** The specified the board shall be stenciled with one hundred gallon marks and labeled every five hundred gallons.
- 3.1.1.11.5** The level gauge shall be connected to the tank at an appropriate tank flat on the tank dome with a 3" threaded bulkhead fittings and held along the tank sidewall with appropriate 1" fittings and stand-off connections.
- 3.1.1.11.6** The float level gauge rigid components shall be constructed of PVC.
- 3.1.1.11.7** The rope shall be constructed of polypropylene or other specified material. Gaskets shall be constructed of EPDM, Viton⁷ or other specified material.
- 3.1.1.12** Tank shall have a two-inch (2") stainless steel bulkhead fitting to drain the secondary containment.
- 3.1.1.13** Tank shall have a minimum of a ten-foot (10') fill hose attached to the top of the tank via a two inch (2") bulkhead fitting.
 - 3.1.1.13.1** Hose shall be two-inch (2") inside diameter.
 - 3.1.1.13.2** Shall have a stainless-steel male cam-loc on fill end and grove two-inch (2") fitting on the intake end.
 - 3.1.1.13.3** A female cam-loc cap shall be provided.
 - 3.1.1.13.4** Hose must have a burst pressure rating of 150 psi.
- 3.1.1.14** Outer secondary containment tank shall have a minimum capacity of 110% of the inner tank.
- 3.1.1.15** Tank shall be round with a flat bottom.
- 3.1.1.16** The BASIS of DESIGN is Snyder Industries, Inc. "Captor Double Wall Tank" part number 5470000N & 5450000N having been deemed to represent the minimum level of quality, performance and service acceptable for this tank. Equal tanks will be submitted for approval.

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

3.1.1.17 Vendor shall supply shop drawings of the High Density Polyethylene Double Wall tank with each bid. These drawings are subject to review by WVDEP-OSR. WVDEP-OSR will determine if these drawings meet the specifications herein. The bidder shall be disqualified should it be determined by WVDEP-OSR that the drawings do not meet the specifications.

3.1.1.18 Vendor shall supply all transportation, labor, and supervision necessary to deliver the tank to Summersville Five Block, 6501 Peach Orchard Road, Summersville, WV 26651.

3.1.1.19 Tanks should include a minimum of a one (1) year warranty against defects in materials and workmanship.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by bidding on the price per each. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. INVOICING & PAYMENT:

5.1 Invoice: The Vendor shall submit an invoice within 30 days of delivery to DEPDLRProcurement@wv.gov.

5.2 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: Vendor shall deliver the Contract Item within 90 days after contract award. Vendor shall notify WVDEP-OSR at least forty-eight hours (48 hrs) prior to

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

delivery to set up scheduling.

- 6.2 Delivery Location:** Vendor shall deliver all tanks to 6501 Peach Orchard Road, Summersville, WV 26651.
- 6.3 Late Delivery:** Late delivery may be approved at the discretion of OSR. It is OSR's option that late delivery may be charged liquidated damages of (\$100) One Hundred Dollars per day.
- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Single flat rate delivery shall be included on the pricing page to all locations within the counties provided herein.
- 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 the Agency for delivery expenses. If the original packaging cannot be utilized for the return, the Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. to 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. to the Vendor's location. The 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.

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.

REQUEST FOR QUOTATION
High Density Polyethylene Double Wall Chemical Storage Tank

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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.

**Tank-Depot.com**

1611 Edgewood Ct

Cleburne, TX 76031

P: 817-953-8558

gmireles@tank-depot.com

NUMBER 10625

DATE January 6, 2026

Billing: [ENVIRONMENTAL PROTECTION](#)
[601 57th St SE](#)
[Charleston, WV 25304](#)

Shipping: Summersville Five Block
6501 Peach Orchard Road
Summersville, WV 26651

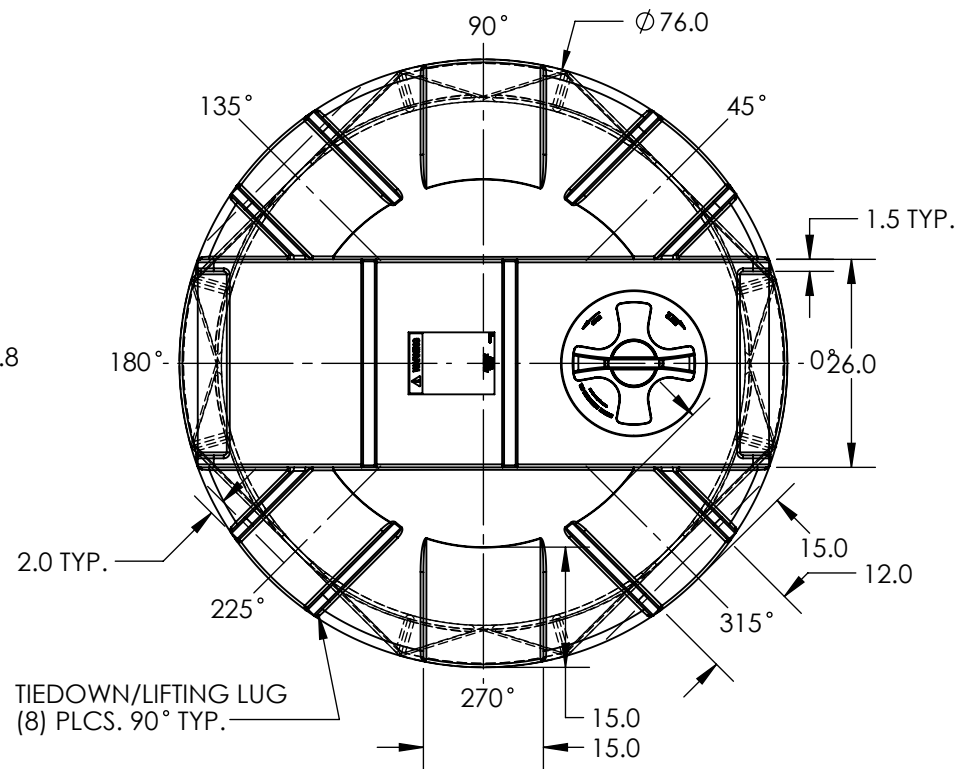
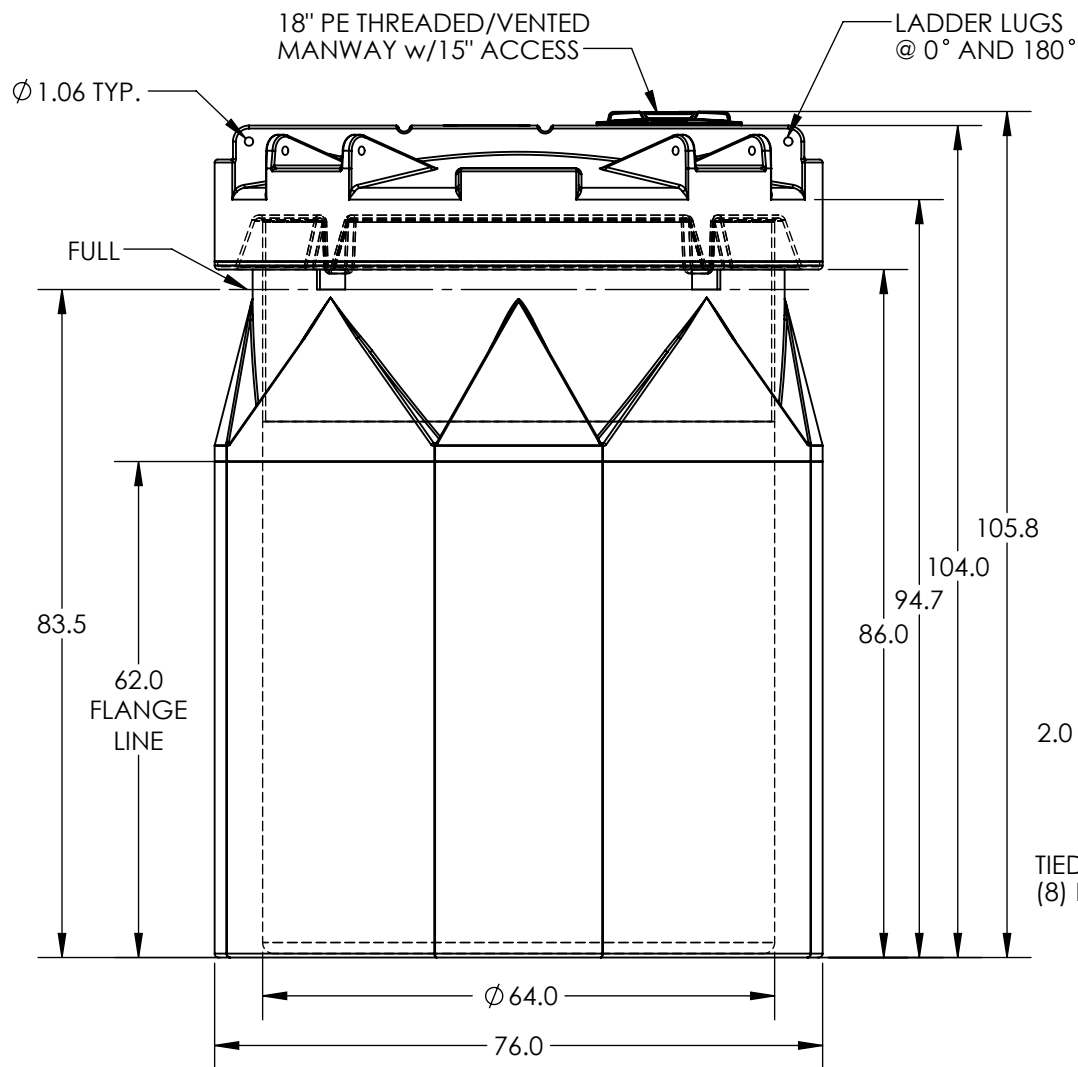
SALESPERSON	SHIPPING METHOD
Gerry M.	OVS

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
4.00	SII-5470000N45	1100 Gallon Snyder Industries (5470000N45) HDPE Double Wall Tank - 1.9 S.G. Each Tank Contains: 18" Manway Hinged Manway, 2" U-Vent with Mesh Screen, (2) S.S. Bolted Fitting (Outlet & Level Indicator), EPDM Gasket, 2" UFO Transition Fitting, Reverse Float Indicator, Reverse Stenciled Calibration Board, 2" External Fill Assembly (Ground Supported with FRP Strut), 2" Camlock Valve/Elbow Assembly, Protective Wrapping, Hydrotest, ASTM Documentation, UV-20 Stabilizer, Minimum (4) HDPE Lifting Lugs, 3-year Warranty	\$9,438.50	\$ 37,754.00
	Lead Time:	Approximately 7-9 Weeks After Receipt of Approval Drawing		
	Notes:	Customer to Offload Tanks		


Contact Gerardo Mireles directly to place this order at 817-953-8558 or you may send a Purchase Order to gmireles@tank-depot.com



Thank you for your business!



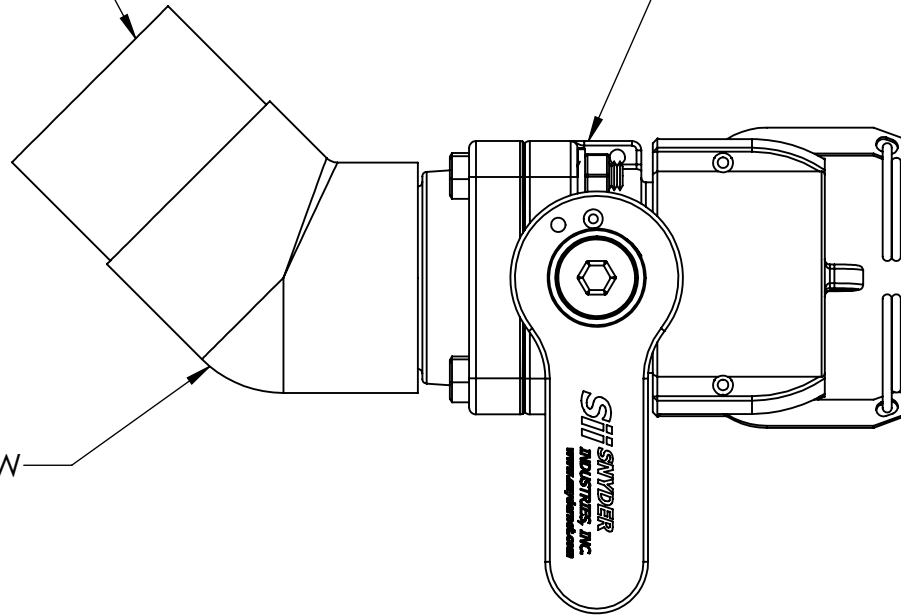
*ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.
 *ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.
 *TANKS ORDERED WITH FOAM INSULATION WILL HAVE AN INCREASED DIAMETER OF 4-6 INCHES.
 *Consult Snyder's Guidelines for Use and Installation prior to delivery.
 Available on-line at <http://www.snyderindustriestanks.com/Technical>
 ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
 ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

DO NOT SCALE		DRAWN BY ET3		TITLE: ASM TK 1100CC X 76	REVISION A
STATUS: Released					SHEET 1 OF 1
© SNYDER INDUSTRIES, LLC, 2019			(402) 467-5221 www.snydermfg.com	PART NO. 5470000N & 5450000N	ENG. ID. A003549
ALL DIMENSIONS, DESIGNS, AND INFORMATION ON THIS PRINT MUST BE CONSIDERED PROPRIETARY TO SNYDER INDUSTRIES, LLC, AND MAY NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT WRITTEN PERMISSION OF AN OFFICER (OR HIS AGENT) OF THE FIRM.					

2" MPT X SOC PVC OR CPVC ADAPTER

2" PP BALL VALVE WITH CAP

2" FPT X FPT PVC OR CPVC 45° ELBOW

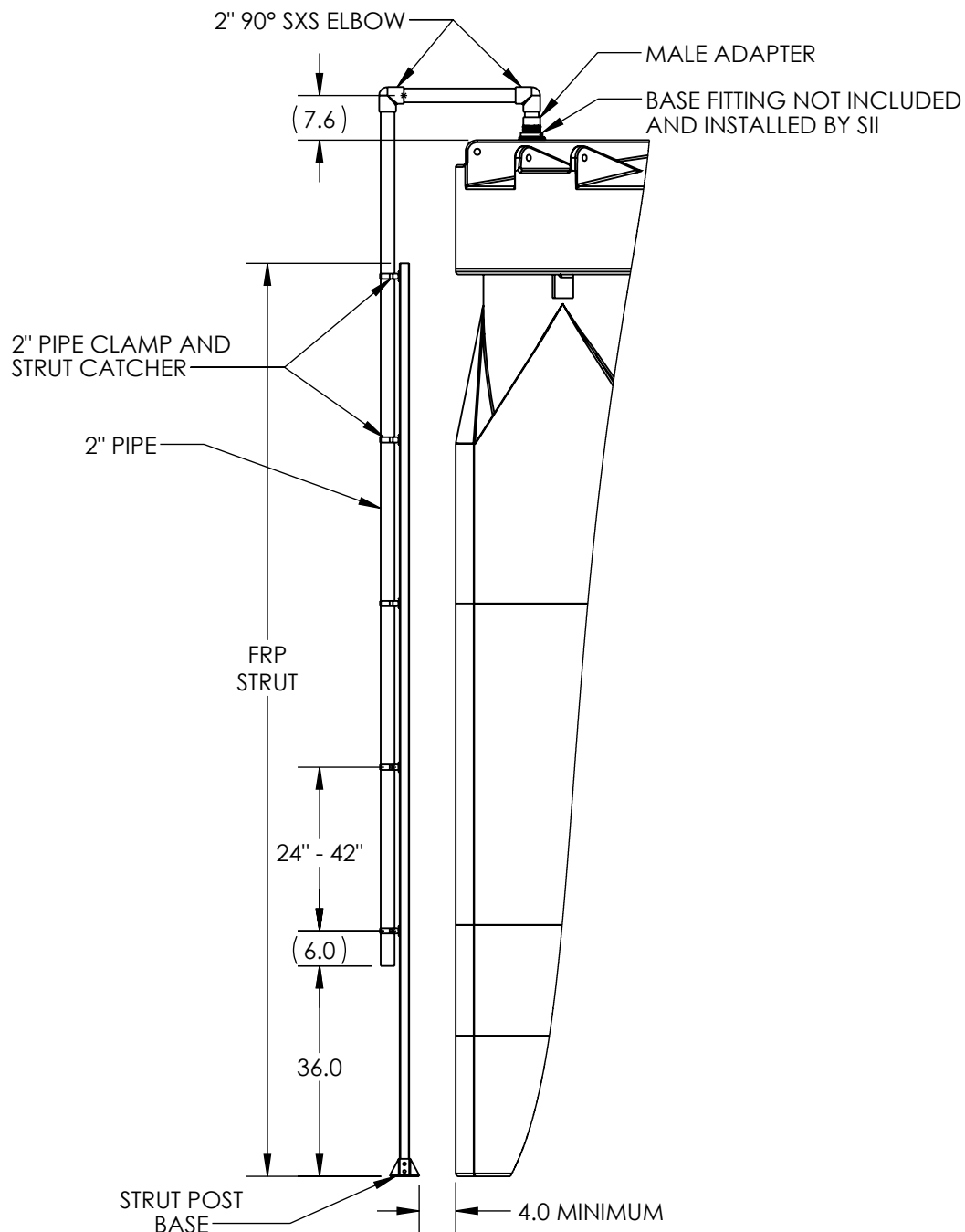


34701319 ASM VALVE 2IN PP STUBBY W/45° PVC ADAPTER

34701666 ASM VALVE 2IN PP STUBBY W/45° CPVC ADAPTER

***ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.**
***ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.**
***Consult Snyder's Guidelines for Use and Installation prior to delivery.**
Available on-line at <http://www.snyderindustriestanks.com/Technical>
ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A \pm 3% TOLERANCE.

DO NOT SCALE		DRAWN BY	DATE		TITLE:	ASM VALVE 2IN STUBBY W/45° ELBOW & ADAPTOR	REVISION
STATUS:	Released	SB	02/19/2014				A
© SNYDER INDUSTRIES INC., 2014				4700 Fremont Street Lincoln, NE 68504 (402) 467-5221 www.snyder.net.com			
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CAPTOR SERIES GROUND SUPPORTED EXTERNAL DOWN PIPE

TANK SIZE	2"	3"	4"	MATERIAL	FT OF PIPE
550	34700071	N/A	N/A	PVC SCH. 80	5'
550	34701408	N/A	N/A	CPVC SCH. 80	5'
1100/2200	34701056	34701063	34701070	PVC SCH. 80	8.5'
1100/2200	34701077	34701084	34701091	CPVC SCH. 80	8.5'
2500	34701057	34701064	34701071	PVC SCH. 80	10'
2500	34701078	34701085	34701092	CPVC SCH. 80	10'
1550/3000	34701058	34701065	34701072	PVC SCH. 80	12'
1550/3000	34701079	34701086	34701093	CPVC SCH. 80	12'
3500	34701059	34701066	34701073	PVC SCH. 80	13'
3500	34701080	34701087	34701094	CPVC SCH. 80	13'
4000/5500	34701060	34701067	34701074	PVC SCH. 80	14.5'
4000/5500	34701081	34701088	34701095	CPVC SCH. 80	14.5'
5000	34701062	34701069	34701076	PVC SCH. 80	18'
5000	34701083	34701090	34701097	CPVC SCH. 80	18'
4500/6500	34701061	34701068	34701075	PVC SCH. 80	16.5'
4500/6500	34701082	34701089	34701096	CPVC SCH. 80	16.5'
8700	34701728	34701737	34701892	PVC SCH. 80	15.5'
8700	34701742	34701743	N/A	CPVC SCH. 80	15.5'
10,000	34701692	34701695	34701898	PVC SCH. 80	16.5'
10,000	34701632	34701620	34701619	CPVC SCH. 80	16.5'
12,500	34702321	34702324	34702318	PVC SCH. 80	23'
12,500	34702506	34703092	34703093	CPVC SCH. 80	23'

***ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.**
***ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.**
***Consult Snyder's Guidelines for Use and Installation prior to delivery.**
 Available on-line at <http://www.snyderindustriestanks.com/Technical>
ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

DO NOT SCALE		DRAWN BY		TITLE: CAPTOR EXTERNAL DOWN-PIPE ASSEMBLY W/FRP	REVISION A
STATUS:	Released	SB			SHEET 1 OF 1
© SNYDER INDUSTRIES INC., 2016			[402] 467-5221 www.snyderinet.com	PART NO.	ENG. ID.
ALL DIMENSIONS, DESIGNS, AND INFORMATION ON THIS PRINT MUST BE CONSIDERED PROPRIETARY TO SNYDER INDUSTRIES, INC. AND MAY NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT WRITTEN PERMISSION OF AN OFFICER (OR HIS AGENT) OF THE FIRM.				SEE CHART	A004071



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. MSC 17149 P.O. Box 803507 Dallas, TX 75380 www.aon.com	CONTACT NAME: Aon Risk Services Southwest, Inc. PHONE (A/C, No, Ext): 501-374-9300 FAX (A/C, No): E-MAIL ADDRESS: certificaterequest@aon.com														
INSURED Total Quality Logistics, LLC 4289 Ivy Pointe Boulevard Cincinnati OH 45245	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B : Lloyd's Syndicate No. 1084</td><td>AA1127084</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : Lloyd's Syndicate No. 1084	AA1127084	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Old Republic Insurance Company	24147														
INSURER B : Lloyd's Syndicate No. 1084	AA1127084														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 86170787**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	MWZY 31658024	11/8/2024	11/8/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Excess Auto Liability	<input checked="" type="checkbox"/>	MWTB 31657924	11/8/2024	11/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MWZX 31658124 (Excess AL)	11/8/2024	11/8/2025	Each Occurrence \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	MWC 31703624	11/8/2024	11/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Cargo, Contingent/Legal Liability		LD0000016-00	11/8/2024	11/8/2025	\$500,000 Per Claim
B	Freight Broker Liability		LD0000016-00	11/8/2024	11/8/2025	\$5,000,000 Per Claim
B	Trailer Interchange		LD0000016-00	11/8/2024	11/8/2025	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract the Certificate Holder is an Additional Insured as respects General Liability, Auto Liability and Freight Broker Liability. A Waiver of Subrogation applies as respects General Liability, Auto Liability, Workers' Compensation and Freight Broker Liability as required by written contract. It is further understood and agreed that General Liability coverage shall be Primary and Non-Contributory to any other insurance in force for or which may be purchased by the Additional Insured but always subject to terms and conditions of the General Liability policy.

****See Attached******CERTIFICATE HOLDER**

CCBSS c/o
Registry Monitoring Insurance Services, Inc
1444 S Entertainment Ave, Ste 110
Boise ID 83709

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.
Aon Risk Services Southwest, Inc.

Aon Risk Services

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Total Quality Logistics, LLC 4289 Ivy Pointe Boulevard Cincinnati OH 45245
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: CCBSS c/o Registry Monitoring Insurance Services, Inc

ADDRESS: 1444 S Entertainment Ave, Ste 110 Boise ID 83709

CCBSS is listed as an additional insured for Auto, General Liability, and Broker Insurance - General Liability and Loss Payee on the Cargo. Contingent Auto is included in Freight Broker Liability. Insurers A and B are rated A- or better.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT : If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed if **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on This certificate does not confer rights to the certificate holder in lieu of such an endorsement(s).

PRODUCER MARSH & MCLENNAN AGCY 8144 WALNUT HILL LN 16TH FL DALLAS, TX 75231-4388	CONTACT NAME:		
	PHONE (A/C. No. Ext.): (888) 661-3938	FAX (A/C. No. Ext.): (877) 872-7604	
INSURED ACUANTIA INC 1121 RIVERSIDE DR FORT WORTH, TX 76111-3615	E-MAIL ADDRESS: service.center@travelers.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> OTHER							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-A1272662-24-42	05/19/2024	05/19/2025	X PER STATUTE	OTH -ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE- EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
								\$
							\$	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**ACUANTIA INC
1121 RIVERSIDE DR
FORT WORTH, TX 76111-3615

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Renan M. Beltran