



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

# Request for Quotation

RFQ NUMBER
6610C023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709051756 304-346-5301  
 WV TRACTOR COMPANY  
 PO BOX 473  
 CHARLESTON WV 25322

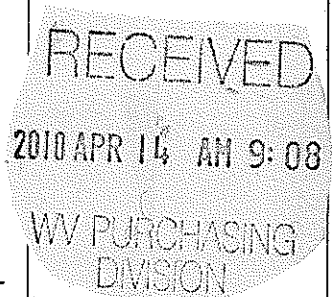
SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/01/2010	Net 30 Days	Truck	WVDOH Destinations	Prepaid

BID OPENING DATE: 04/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		830-64 ETNYRE 7000 Gal Vertical Tank		
CONTRACT: TO FURNISH 7,000 GAL LIQUID ASPHALT TANK  OPEN END CONTRACT  TO PROVIDE 7,000 GALLON VERTICAL LIQUID ASPHALT STORAGE TANKS FOR ALL TEN DISTRICT OF THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael Austin</i>	346-5301	4/8/2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	550621655		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>04/01/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **04/14/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **04/14/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 05/26/2009						
EXHIBIT 10						
					6610C013	
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>Garrett Grady</i>            .....            SIGNATURE            West Virginia Tractor Company            .....            COMPANY            4/8/2010            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">             DEPARTMENT OF ADMINISTRATION              PURCHASING DIVISION              BUILDING 15              2019 WASHINGTON STREET, EAST              CHARLESTON, WV 25305-0130           </p>						

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## IDENTIFICATION

The bidder shall identify the asphalt storage tank by manufacturer, model, series, and year of manufacture in the proposal so as to enable identification by the West Virginia Division of Highways in manufacturer's sales literature on the proposed asphalt storage tank. The bidder shall submit complete descriptive literature fully describing the proposed unit, to establish that the bidder is bidding on the most current model, including latest engineering improvements which have been or will be advertised and sold on the open market. The description of the asphalt storage tank shall assure the Division of Highways that specifications will be met without improvising, modifying, or augmenting a standard vertical asphalt tank beyond those variations contained in the manufacturer's regularly advertised specifications. The unit specified herein and offered in this quotation shall be manufactured after January 1, 2007, and clearly identified and marked with the date of manufacture.

## DELIVERY

Delivery of the asphalt storage tank shall be made to the specified job site within forty-five (45) days of the date of the purchase agreement by the successful bidder.

## PRE-SERVICE

The asphalt storage tank shall be completely serviced, all equipment installed and all adjustments made which are required to prepare the unit ready for immediate and continuous operation upon delivery.

## WARRANTY

The manufacturer's standard (1 year minimum) warranty and service policy shall be furnished with the vertical asphalt storage tank.

## OPERATING AND SERVICE MANUALS AND PARTS LISTS

Two (2) copies of parts lists, service or maintenance manuals, and operator's manuals shall be furnished with the vertical asphalt storage tank on delivery. Detailed drawings of the concrete pad dimensions recommended for the tank installation shall be furnished within (7) calendar days of the date of the purchase agreement.

## 7 GENERAL

The vertical asphalt storage tank shall be designed for the storage of emulsified asphalt. The tank shall be electrically heated with gravity flow and have a minimum capacity of 7,000 U.S. gallons.

### SPECIFICATIONS

- A. The tank shall be 8'0" in diameter and approximately 19'0" high and constructed of 1/4" carbon steel.
- B. The tank shall be insulated with min. 3" fiberglass and covered with aluminum jacketing for all weather protection, including bottom and top.
- C. The tank shall be erected on and attached to a steel stand to place the broom of the tank 7'0" above ground.
- D. The tank shall be equipped with a ladder and safety rail to provide access to door on top of tank. The ladder shall be enclosed to meet OSHA specifications.
- E. The tank shall be equipped with a minimum of nine (9) 800 watt electric heat strips (7,200 watt total), 220 volts, attached to the outside bottom of the tank. Thermostat control (240 volt, 3 phase) shall be included. The tank shall have the ability to maintain a temperature of 160 degrees F. when the outside temperature is a negative 10 degrees F.
- F. The tank shall be equipped with (1) 3" steer lever control ball valve for loading and (1) 3" check valve on inlet and drain line. All are to be thermo taped and insulated.
- G. A loading hose 3" in diameter and 12' long of flexible steel with quick coupler at tank end shall be provided.
- H. A built-in float gauge for measuring liquid level reading both in English and Metric shall be provided.
- I. The vertical tank shall be capable of storing polymer modified asphalt and shall be equipped with a two bladed agitator driven by a 1 HP 220 volt, 3 phase electric motor with automatic timer capable of agitating from 5 to 30 minutes in one minute increments at set times on any given day of the week.



- J. The tank shall include (1) temperature gauge with a 4" dial, 50 degrees F to 200 degrees F minimum.
- K. The tank shall include lifting eyes for unloading and lifting the tank.
- L. The tank and structures shall meet all applicable Federal and State of West Virginia codes. Manufacturer of the tank must have an ASME tank approval number to assure that Federal regulations and codes can be met. The number shall be included with the bid.
- M. The WVDOH shall provide a crane and operator to unload and lift the tank, concrete pad with steel support plates, wiring from tank control boxes to power supply, and tank erection and installation.

**NOTE:** Vendor should type Bid Schedule

**BID SCHEDULE**

District One - Boone, Clay, Kanawha, Mason and Putnam Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Two - Cabell, Lincoln, Logan, Mingo and Wayne Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Three - Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

**BID SCHEDULE**

District Four - Doddridge, Harrison, Marion, Monongalia, Preston and Taylor Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Five - Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	E. D. Etnyre & Co.
Model	Vertical Tank
Series	7000 Gallon
Year Manufactured	2010 and as ordered
Price	\$46,900

**BID SCHEDULE**

District Six - Brook, Hancock, Marshall, Ohio, Tyler and Wetzel Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Seven - Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>



BID SCHEDULE

District Eight - Pendleton, Pocahontas, Randolph and Tucker Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Nine - Fayette, Greenbrier, Monroe, Nicholas and Summers Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

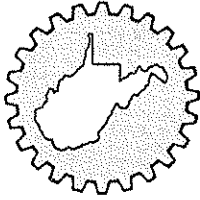
Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>

BID SCHEDULE

District Ten - McDowell, Mercer, Raleigh and Wyoming Counties.

**7,000 Gallon Vertical Liquid Asphalt Storage Tanks**

Manufacturer Name	<u>E. D. Etnyre &amp; Co.</u>
Model	<u>Vertical Tank</u>
Series	<u>7000 Gallon</u>
Year Manufactured	<u>2010 and as ordered</u>
Price	<u>\$46,900</u>



# WEST VIRGINIA TRACTOR COMPANY

CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

P.O. BOX 473, 214 VIRGINIA ST. W., CHARLESTON, WEST VIRGINIA 25322/25302 • (304) 346-5301

April 8, 2010

State of West Virginia  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130  
Attn: Michael Austin

Subj: Vertical Asphalt Emulsions Storage Tank RFQ 6610C023  
Bid Due April 14, 2010 at 1:30 PM

Dear Mr. Austin:

We are pleased to offer the following described equipment for your consideration:

ETYNYRE 7000 gallon Vertical Asphalt Emulsions Storage Tank complete with 8' diameter X 19' high 7000 gallon tank made of 1/4" carbon steel, 3" fiberglass insulation with aluminum jacketing, 7' high steel stand, ladder and safety rail to top of tank, (12) 800 watt electric heat strips with thermostat control (240 volt, 3 phase), (1) 3" steer level control ball valve for loading and (1) 3" check valve on inlet and drain line with thermo taped and insulation, 3" X 15' flexible steel loading hose with quick coupler at tank end, built-in float gauge, (2) two propeller agitators driven by 1 HP 220 volt 3 phase motor with automatic timer, 4" dial type temperature gauge, steel support plates, hooks for unloading and lifting tank, gravity feed, and all standard equipment (WVDOH to provide concrete pad, electrical hook-up, crane to lift and place tank, and installation)

PRICE: F.O.B. WVDOH Locations as Listed.....\$46,900.00 EACH

Availability: Currently about 45-90 days

Terms: Net 30 days

The Etnyre tanks quoted are the same as the three previous tanks we have sold and delivered to the WVDOH.

Please note that, as required by law, we are registered with the West Virginia Dept. of Tax and Revenue (ID # 1038-0884) and Secretary of State and current with all taxes and license fees.

Page 2.

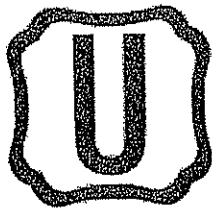
We qualify for and request the West Virginia Resident Vendor Preference in accordance with West Virginia Code 5A-3-37 and we have completed your Vendor Preference form. Our State of West Virginia Vendor ID Number is 709051756.

Thank you very much for your consideration. If you have any questions or need any additional information, please feel free to call me on our toll free number, 1 800 640-8245, at any time. We also invite you to visit us at [www.wvtractor.com](http://www.wvtractor.com). Again, thanks.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary W. Grady". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Gary W. Grady, President



# CERTIFICATE OF AUTHORIZATION

This certificate accredits the named company as authorized to use the indicated symbol of the American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the Code symbol and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with this symbol shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

**COMPANY:**

**E.D. Etnyre & Co.  
1333 South Daysville Road  
Oregon, Illinois 61061-9705**

**SCOPE:**

**Manufacture of pressure vessels at the above location only**

**AUTHORIZED:**

**September 25, 2008**

**EXPIRES:**

**December 10, 2011**

**CERTIFICATE NUMBER: 25,267**

A handwritten signature in black ink, appearing to read "John F. ...".

**Chairman of The Boiler  
And Pressure Vessel Committee**

A handwritten signature in black ink, appearing to read "Alan B. ...".

**Director, Accreditation and Certification**





ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO.,** Oregon, Illinois 61061-9778

1333 South Daysville Road • Phone 815/732-2116

Fax: Main Office 815-732-4277, Sales & Service 815-732-7400

Web Site: [www.etnyre.com](http://www.etnyre.com) • E Mail: [sales@etnyre.com](mailto:sales@etnyre.com)

## WARRANTY

E. D. Etnyre & Co. warrants to the original Purchaser, it's new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

The company excludes all implied warranties of merchantability and fitness for a particular purpose. There are no warranties, express or implied, which extend beyond the description of the goods contained in this contract.

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal startup services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

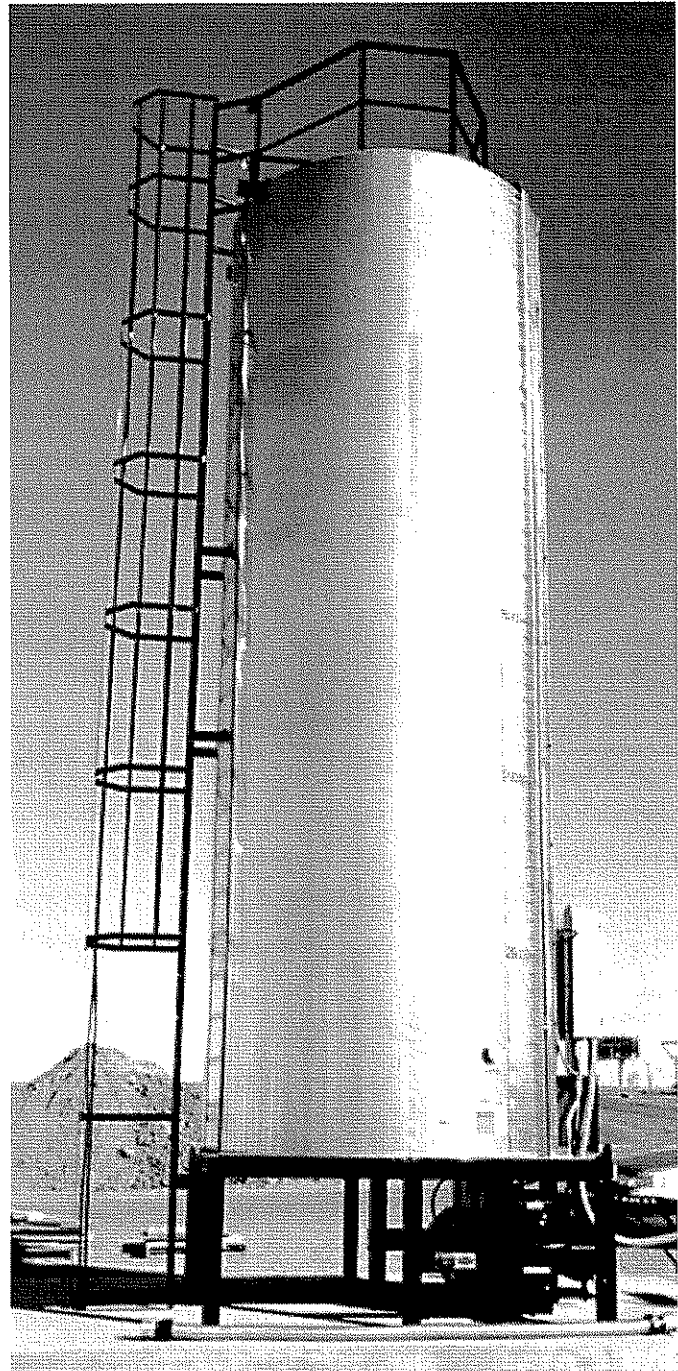
This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.



# **ETNYRE Vertical Tanks for Modified Asphalt Emulsions Storage**

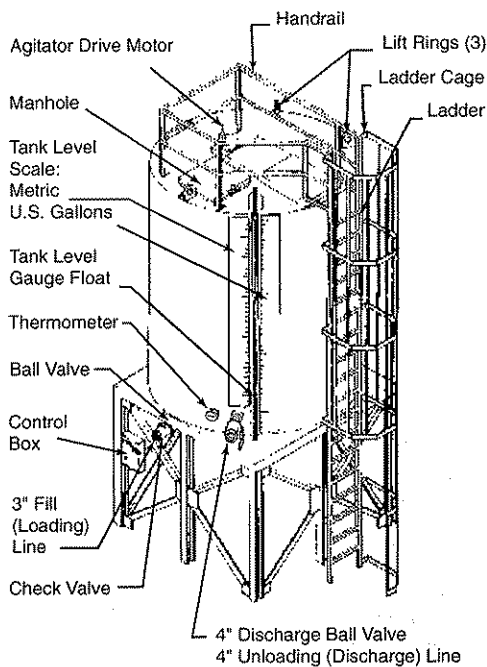
- **7000 gallon capacity**
- **Gravity discharge**
- **Insulated and jacketed.**
- **Fully automatic electric heat controls.**
- **Electric driven emulsion agitation system.**
- **Safety access ladder and top platform.**
- **Optional electric pumping system (load - unload).**

**Ideal asphalt emulsion storage system for filling smaller street patcher and maintenance type units.**

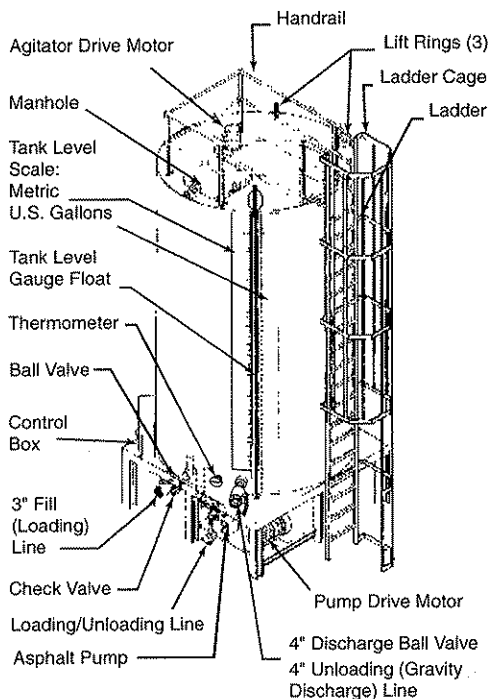




## General Description



### Standard Gravity Storage Tank



### Storage Tank with Optional Pump

## SPECIFICATIONS 7000 Gallon Tanks (gravity flow)

### STANDARD EQUIPMENT

1. 7000 gallon tank 8'-0" diameter by approximately 19' high.
2. Made from 1/4" carbon steel.
3. Tank insulated with 3" fiberglass and covered with aluminum jacketing for all weather protection, including bottom and top.
4. Tank erected on and attached to steel stand to place bottom of tank 7'-0" above ground, 3'-0" above ground with option "A" (pump).
5. Equipped with ladder and safety rail to provide access to door on top of tank. Ladder is enclosed to meet OSHA specifications as shown on plans.
6. Equipped with a minimum of nine (9) 800 watt electric heat strips (7,200 watt total), (220 volts), attached to the outside bottom of tank as shown on plans. Thermostat control 240 volt single or 3 phase. All tanks must have the ability to maintain a temperature of 160° F. when the outside temperature is a negative 10° F.
7. Equipped with one (1) 3" steer lever control ball valve for loading and one (1) 3" check valve on inlet and drain line. All are to be thermo taped and insulated.
8. Loading hose 3" diameter and 12' long flexible steel with quick coupler at tank end.
9. Built-in float gauge for measuring liquid, reading both English and Metric.
10. Equipped with electric driven motor 1 HP single or 3 phase 220 volt, two (2) bladed agitator, RPM designed for agitation emulsions, with automatic timer capable of agitating from 5 to 30 minutes, in one minute increments, at set times on any given day of the week.
11. One (1) temperature gauge, 4" dial type 50° F. to 200° minimum.
12. Concrete pad and steel support plates to be constructed by customer as per attached plans. Customer will be responsible for required welding to foundation pads.
13. Wiring from storage tank control boxes to power supply to be done by customer.
14. All plumbing to be done by vendor.
15. One (1) 110 volt G.F.I. plug.
16. Vendor will construct sufficient hooks on the tank for unloading and lifting onto pad. Cranes for doing this will be provided by customer. Vendor must notify customer 48 hours prior to delivery.
17. Customer will provide welder to weld legs to lag plates on pads as directed by contractor.
18. Tanks and structures must meet all applicable Federal And State codes including electrical components and wind velocity requirements. Successful bidder shall certify that tanks and structures meet such laws & codes.
19. Tank and all attachments to have a one (1) year warranty from date of operation.

### OPTIONAL EQUIPMENT

- 1A. Equipped with an electric 220 volt three phase motor 10 H.P. and 3" reversible 200 gallon per minute pump system designed to pump emulsion, mounted on stand with a 3" lever ball valve between pump and tank. For loading and unloading the storage tank. *Not Required for circulating emulsions.*
  - 2A. Special lo-density tube type heaters (in lieu of standard heat strips) for hot 350°F/400F asphalt.
- 26KW "Unitized Heater Kit". The heater tubes will be made of 3" Sch 40 black iron pipe. The tubes will be mounted through the side of the tank and include a heavy duty terminal box. The open coil elements will be designed to operate on 240/480 volt. 3 or 1 phase power (specify when ordering). The elements will be removable from the tank without draining (dry well type). This heater kit is sized for heating a 7,000 gallon asphalt storage tank. Will maintain a temperature of 400°F when the outside temperature is a negative 10°F. (For use with AC type hot asphalt).

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: West Virginia Tractor Company Signed: [Signature] Title: President Date: 4/8/2010

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Tractor Company

Authorized Signature: *Grady Tracy* Date: 4/8/2010

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 8 day of April, 2010.

My Commission expires August 12, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC *Steven B. Basham*

