



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

Header @ 1

List View

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

Procurement Folder: 1068403

Procurement Type: Central Purchase Order

Vendor ID: VS0000002427

Legal Name: Technology International Inc

Alias/DBA:

Total Bid: \$24,926.00

Response Date: 08/11/2022

Response Time: 11:10

Responded By User ID: tii123

First Name: Shaji

Last Name: Habib

Email: tii@tii-usa.com

Phone: 4073592373

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000012

Published Date: 8/8/22

Close Date: 8/11/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO_1 Double Basin Oil/Sand Interceptor Tank

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Double basin Oil/Sand Interceptor Tank	1.00000	EA	24926.000000	24926.00

Comm Code	Manufacturer	Specification	Model #
24111803			

Commodity Line Comments: ***Please see our Equipment Proposal TII/WV/0822/23465 attached.

Extended Description:

Double Basin Oil/Sand Interceptor Tank for Steam Jenny



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

State of West Virginia
 Centralized Request for Quote
 Miscellaneous

Proc Folder: 1068403			Reason for Modification: ADDENDUM NO_1 Vendor Questions and Responses
Doc Description: ADDENDUM NO_1 Double Basin Oil/Sand Interceptor Tank			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-08	2022-08-11 13:30	CRFQ 0803 DOT2300000012	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Technology International, Inc.

Address :

Street : 1349 South International Pkwy, Suite 2411,

City : Lake Mary

State : Florida **Country :** USA **Zip :** 32746

Principal Contact : Rifat Habib

Vendor Contact Phone: 407-359-2373 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Rifat Habib* **FEIN#** 650342335 **DATE** 08/10/2022

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the WVDOH Equipment Division to establish a contract for the one-time purchase for a quantity of (1) one Double Basin Oil/Sand Interceptor Model OSI-1000-2 or equal. Per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US
-------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double basin Oil/Sand Interceptor Tank	1.00000	EA	\$24,926.00	\$24,926.00

Comm Code	Manufacturer	Specification	Model #
24111803	Highland	1000 Gallon Double	

Extended Description:

Double Basin Oil/Sand Interceptor Tank for Steam Jenny

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-08-05

***Please see our Equipment Proposal TII/WV/0822/23465 attached.

SOLICITATION NUMBER: CRFQ DOT2300000012

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000012 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 08/11/2022 at 1:30pm

Terms and Conditions:

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

ADDENDUM FOR PRE-BID

CRFQ 0803 DOT2300000012

DOUBLE BASIN OIL/SAND INTERCEPTOR

The original language in contract will be listed first with question and answer to follow below.

1. 6.1 Shipment and Delivery : Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract items within 20 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at Equipment Division Buckhannon. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. **Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, RT. 33 and Brushy Fork Road, Buckhannon, WV 26201.

The Equipment Division wishes to revise this section to read :6.1 Delivery Time: Delivery shall be made within 20 working days upon receipt of purchase order. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met. **Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

Vendor question: Section 6.1 says delivery to be made within 20 days of ordering. The oil/sand interceptor is a custom item, made to order, with a lead time of many months. It cannot be delivered within 20 days of PO receipt.

Answer: Shall be extended to 60 day delivery time.

2. 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Vendor Question : Section 6.4, Return of Unacceptable Items. The oil/sand interceptor is a made to order item. If there is something wrong with the tank when it arrives on site (like from damage in shipment), the opportunity to make repairs, first on site and at the factory if necessary, should be allowed prior to final determination that the tank is unacceptable.

Answer: Onsite opportunity to make repairs will be allowed

3. 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Vendor Question: Return due to Agency Error. The oil/sand interceptor is made to order. Complete submittals will be provided and they must be approved by the Agency. This section is not applicable.

Answer: Template is used for multiple bidding areas. Some sections are not applicable to the item being bid.

4. 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.

Vendor Question: Vendor Default. Changes need to be made to section 6.1 concerning the lead time required to fabricate the tank. As currently written, the vendor would be in default if more than 20 days transpire prior to delivery of the oil/sand interceptor after receipt of order.

Answer: Delivery time has been increased to 60 days.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2300000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Technology International, Inc.

Company

Rijal Habib

Authorized Signature

08/10/2022

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Miscellaneous

Proc Folder: 1068403			Reason for Modification:
Doc Description: Double Basin Oil/Sand Interceptor Tank			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-28	2022-08-11 13:30	CRFQ 0803 DOT2300000012	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Technology International, Inc.

Address :

Street : 1349 South International Pkwy, Suite 2411,

City : Lake Mary

State : Florida

Country : USA

Zip : 32746

Principal Contact : Rifat Habib

Vendor Contact Phone: 407-359-2373

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
 Signature X

FEIN# 650342335

DATE 08/10/2022

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the WVDOH Equipment Division to establish a contract for the one-time purchase for a quantity of (1) one Double Basin Oil/Sand Interceptor Model OSI-1000-2 or equal. Per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO

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

SHIP TO

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Double basin Oil/Sand Interceptor Tank	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24111803	***Please see our Equipment Proposal TII/WV/0822/23465 attached.		

Extended Description:

Double Basin Oil/Sand Interceptor Tank for Steam Jenny

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-08-05

	Document Phase	Document Description	Page
DOT2300000012	Final	Double Basin Oil/Sand Interceptor Tank	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A

Double Basin Oil/Sand Interceptor Steam Jenny Tank

Item No.	Description:	Make/Model & Year	Quantity	Unit Price	Item Total Cost
1	Double Basin Oil/Sand Interceptor Steam Jenny Tank	Highland 1000 Gallon Double	1	\$24,926.00	\$24,926.00
Total Bid Cost					\$24,926.00

Vendor Information

Company Name: [Technology International, Inc.](#)

Contract Manager: [Rifat Habib, Business Development Exec.](#)

Address: [1349 South International Pkwy, Suite 2411, Lake Mary, Florida 32746](#)

Phone: [407-359-2373](#)

Fax: [407-359-2372](#)

Email: tii@tii-usa.com

Signature: *Rifat Habib*

***Please see our Equipment Proposal TII/WV/0822/23465 attached.

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.

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 and must include the State as an additional insured on each policy 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.

***Please make insurance certificate to read as follows:
State of WV, 1900 Kanawha Blvd E., Bldg 5, Charleston WV 25305

***State of WV must be listed as additional insured.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent.

Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

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.

(Name, Title) Technology International, Inc.

(Printed Name and Title) Rifat Habib, Business Development Exec.

(Address) 1349 South International Pkwy, Suite 2411, Lake Mary, Florida 32746

(Phone Number) / (Fax Number) 407-359-2373 / 407-359-2372

(email address) tii@tii-usa.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 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.

Technology International, Inc.

(Company) *Rifat Habib* Rifat Habib, Business Development Exec.

(Authorized Signature) (Representative Name, Title) Rifat Habib, Business Development Exec. 08/10/2022

(Printed Name and Title of Authorized Representative) (Date) 407-359-2373 / 407-359-2372

(Phone Number) (Fax Number) tii@tii-usa.com

(Email Address)



Technology International, Inc.
 1349 South International Pkwy, Suite 2411
 Lake Mary, FL 32746
 Tel: (407) 359-2373
 Fax: (407) 359-2372
 E-mail: tii@tii-usa.com
 Website: www.tii-usa.com

Equipment Proposal

Description: Double Basin Oil/Sand Interceptor Tank

Solicitation #: CRFQ 0803 DOT2300000012

Agency: State of West Virginia

TII Ref: TII/WV/0822/23465

Date: 08/10/2022

In response to your quote request for Double Basin Oil/Sand Interceptor Tank, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.
1	1	1000 Gallon Double Basin HighGuard Oil Interceptor <ul style="list-style-type: none"> • Application: Underground • Type: SINGLE WALL • Material: Mild Carbon Steel • Diameter: 4'0" Length: 10'9" • 7 GA Shell 7 GA Head • Exterior Coating: HIGHGUARD • Interior Coating: Chemthane 4200 PW 15 mils • HighGuard Packet w/10-yr warranty/installation/maint instructions (1) • Exterior Paint Touch Up Kit (1) • 24" Diam Manway Collar with Stackable Risers 38"H (2) • 4'0" Dia. Single Bulkhead (For Underground Tanks) (1) • Round Grade Level Manway - (GLM-36) 36" Diameter (2) • Polyester Holddown Straps - 4'0" w/Galv. TB, wire rope, 3 clamps (2) • Concrete Deadman (CDA-15) (2) • Deadman installations assume: <ul style="list-style-type: none"> • Tank buried at least 36" • Void area of one 24" access sump • Certain tank sizes require an 8" concrete pad at grade over the tank • 120" L x 18" W x 12" H

See attached data sheets
Total.....\$24,926.00

Options (not included in above):

- 6" riser \$139.00
- 12" riser \$263.00
 - 24" diam. manway covers
 - Standard neoprene gasket on all
 - Each Riser Includes:
 - (1) 24" cover
 - (2) 12" H riser pieces
 - (2) 6" H riser pieces
 - (1) Adapter Ring
 - (1) Safety Screen
 - (5) gaskets
 - (1) 2" Grommet for vent

Warranty: Manufacturer’s standard warranty applies.

Delivery:

- Estimated delivery is **22 Weeks** after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer’s confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Buckhannon, WV 26201.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Quote Validity: 10 days.

***** Notes:**

- This is a material quote only. Installation or other services are not included.
- You will need to have someone on site install.

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

A handwritten signature in blue ink that reads "Rifat Habib". The signature is written in a cursive, flowing style.

Rifat Habib
Business Development Exec.
Technology International, Inc.



oil/water separation

oil/sand interceptors

HT-2509

PRODUCT DETAILS

Highland Tank's Oil/Sand Interceptor (OSI) is a wastewater treatment tank designed to intercept and collect sand, grit, free-oil and grease (hydrocarbons and other petroleum products) and prevent their entry into the sanitary sewer system.

Designed to accept gravity flow, the interceptor's large volume allows for a lengthy retention time for sand, grit, free oil and grease to separate from the water due to their differences in specific gravity.

The interceptor contains one to four compartments (basins) where oil separates and floats to the surface, while sand and grit settle to the bottom sludge baffle.

The clearer water beneath flows downward to the outlet downcomer where it is discharged from the quiescent section of the interceptor.

OSI sizing and construction conforms to recognized plumbing codes and meets or exceeds many municipal industrial sewer pretreatment regulations.

They are available in double-wall construction for those states and counties where underground oil/water separators and interceptors are considered to be "commercial underground storage tanks."

These lighter-than-concrete interceptors can be sized for greater volumes and

retention time. Unlike many competitive concrete units, they are watertight and pressure or vacuum testable in both the factory and the field.

We offer an extensive range of standard sizes and capacities with complete accessory packages, including leak and level sensors, alarm/control panels, influent, effluent and oil pump systems.

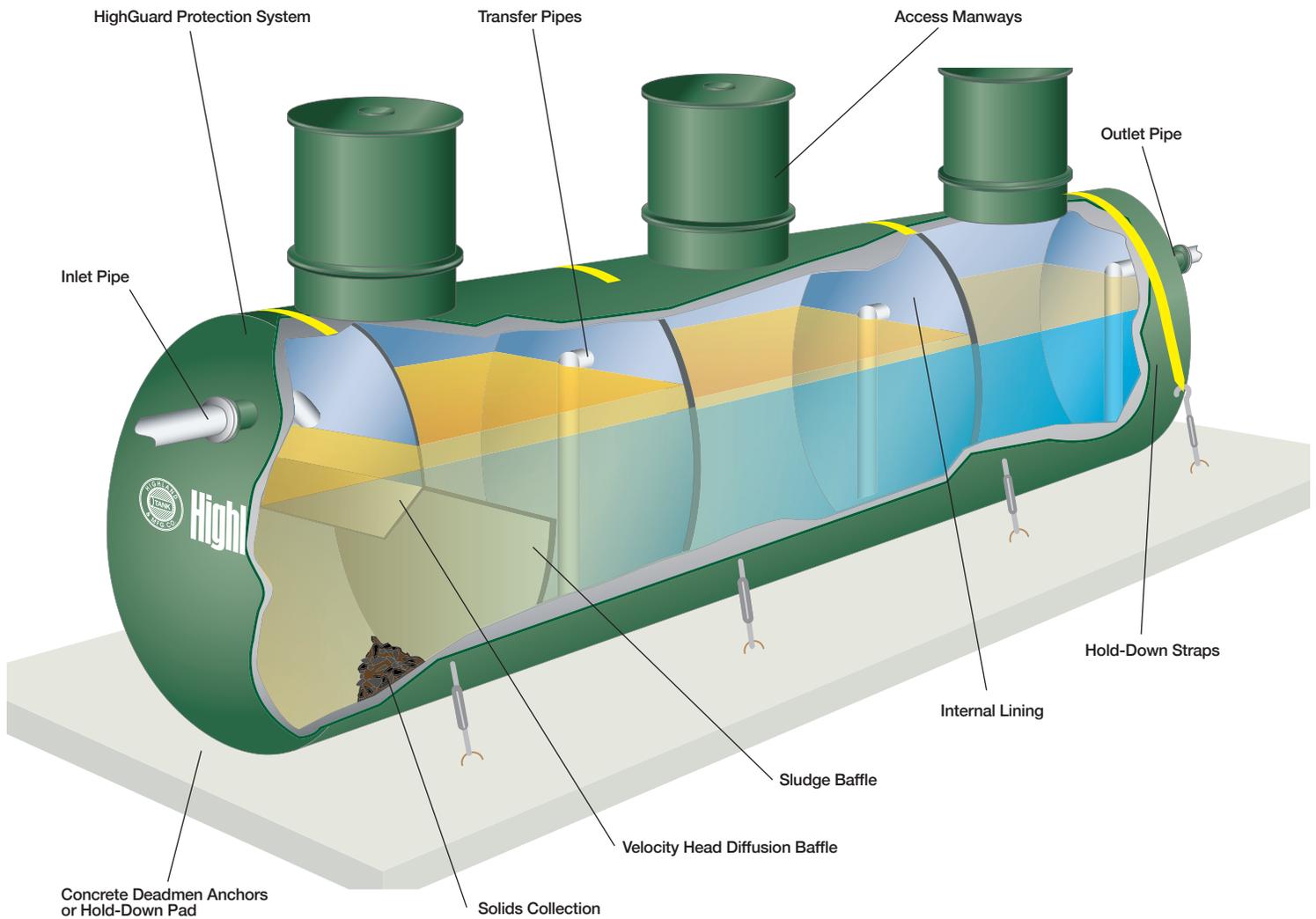
Variations in capacity, arrangement, dimensions and pipe penetration locations can be made to fit your specific requirements.



Code-Compliant Design, Dependability and Durability

Oil/sand interceptors are required in all facilities that conduct washing, servicing, repairing, maintenance or storage of motor vehicles - including car washes, commercial vehicle garages, repair facilities, service stations and similar sites where oil or flammable liquid may be introduced into the sewer system.

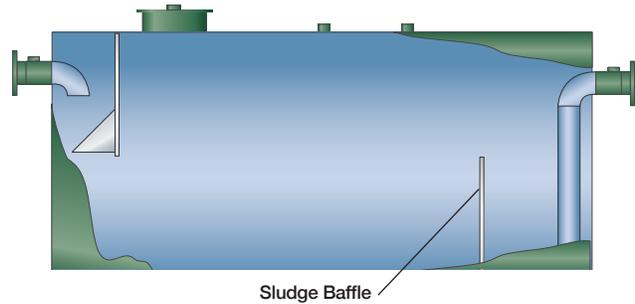
dependable, durable design



S

Single Basin Interceptors

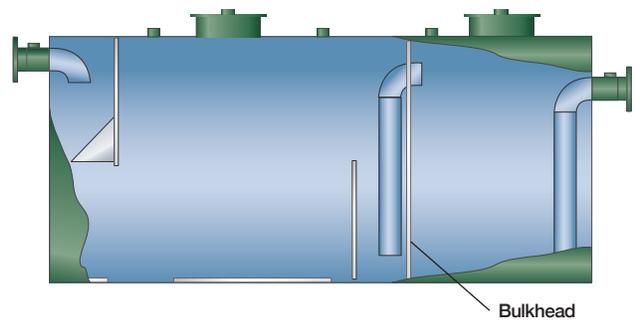
Single Basin Interceptors have a single collection chamber and sludge baffle to remove sand, grit, grease and free oil. This is our simple oil/sand "knock-out" design.



D

Double Basin Interceptors

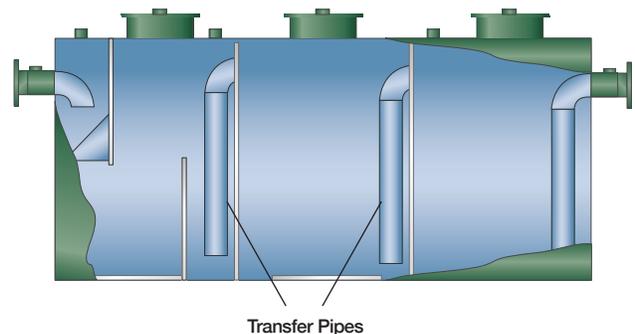
Double Basin Interceptors have two collection chambers and a sludge baffle. They are commonly used in car wash and commercial or municipal vehicle washing applications for oil and sand removal prior to discharge to a recycle wash system. An optional overflow bypass directs excess flow to an auxiliary retention area.



T

Triple Basin Interceptors*

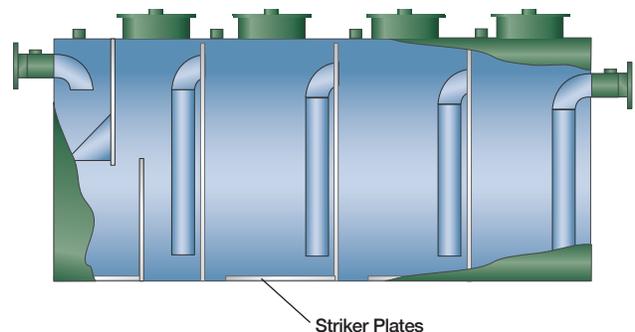
Triple Basin Interceptors* have three collection chambers and a sludge baffle. Our most popular and versatile design has a variety of applications, such as car washes and commercial garages. Floatables, oil, sand and other sediments are trapped in the first compartment and any remaining oil is trapped in the second compartment. The third chamber can be equipped with an effluent pump system when used in conjunction with Highland Tank's HighCycle Washwater Recycle System.

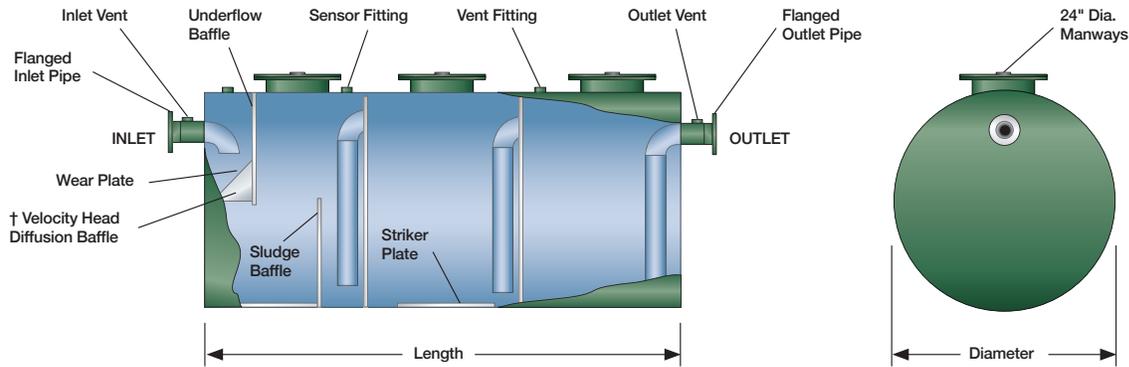


Q

Quad Basin Interceptors

Quad Basin Interceptors have four collection chambers and a sludge baffle. In addition to their use at large commercial vehicle washes, they are commonly used at construction sites for oil, dirt and debris removal during site dewatering operations to comply with strict stormwater regulations.





Model OSI	Flow Rate Gal/Min	Total Volume Gallons	Recommended Oil Pump-Out Gallons	Dimensions		Inlet & Outlet Diameter
				Diameter	Length	
*350	35	350	88	3'-6"	5'-0"	4"
**550	55	550	138	3'-6"	7'-9"	4"
750	75	750	188	3'-6"	10'-9"	6"
1,000	100	1,000	250	4'-0"	10'-9"	6"
1,500	150	1,500	375	5'-4"	9'-0"	6"
2,000	200	2,000	500	5'-4"	12'-0"	6"
3,000	300	3,000	750	5'-4"	18'-0"	8"
4,000	400	4,000	1,000	5'-4"	24'-0"	8"
5,000	500	5,000	1,250	6'-0"	23'-10"	8"
6,000	600	6,000	1,500	6'-0"	28'-8"	10"
7,000	700	7,000	1,750	7'-0"	24'-4"	10"
8,000	800	8,000	2,000	7'-0"	28'-0"	10"
9,000	900	9,000	2,250	8'-0"	24'-0"	12"
10,000	1,000	10,000	2,500	8'-0"	26'-8"	12"
12,000	1,200	12,000	3,000	8'-0"	32'-0"	12"
15,000	1,500	15,000	3,750	10'-0"	25'-6"	14"
20,000	2,000	20,000	5,000	10'-6"	31'-0"	16"
25,000	2,500	25,000	6,250	10'-6"	38'-9"	18"
30,000	3,000	30,000	7,500	10'-6"	46'-6"	20"
40,000	4,000	40,000	10,000	12'-0"	47'-3"	24"
50,000	5,000	50,000	12,500	12'-0"	59'-0"	24"
60,000	6,000	60,000	15,000	13'-0"	60'-6"	24"

Note: NPT available for 4-6" inlet and outlet; 8" and larger will be flanged connections. Optional sampling/monitoring ports available.

*Available as single and double basin ONLY. Double basin dimensions will vary. Check with Highland Tank.

**Double basin and triple basin dimensions will vary. Check with Highland Tank.

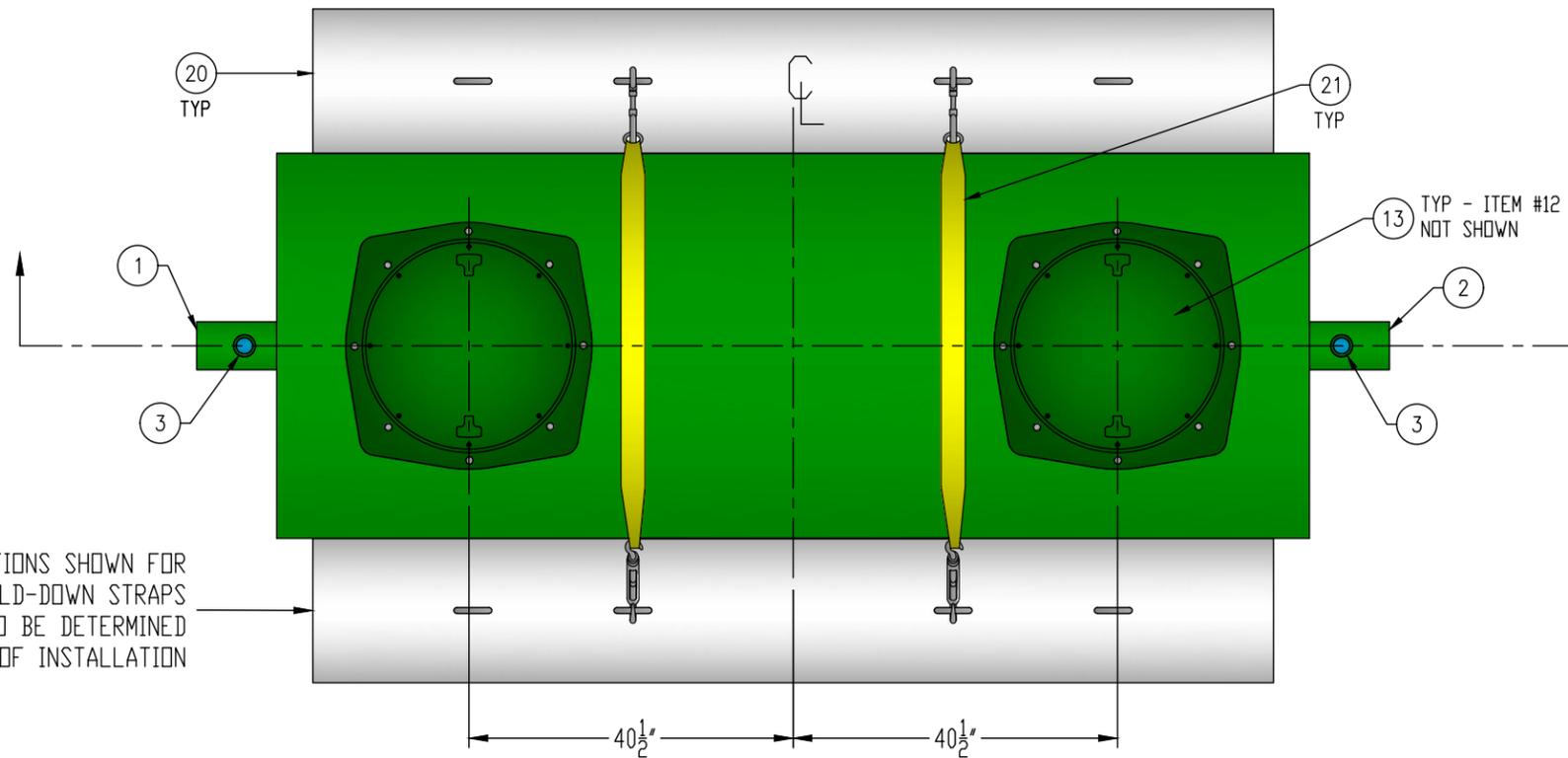
† Not available on all sizes, contact Highland Tank for more information.

CUSTOMER APPROVAL

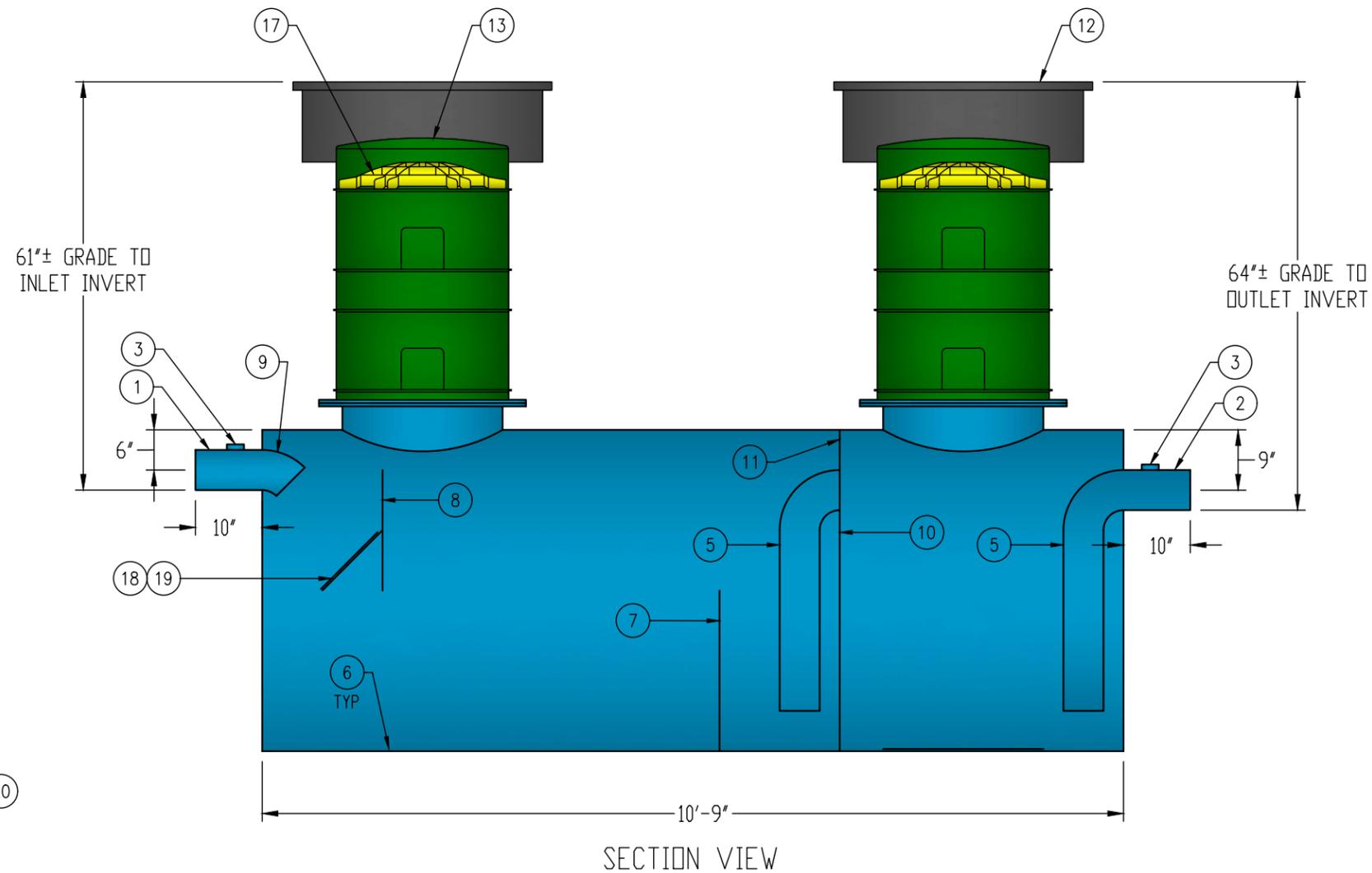
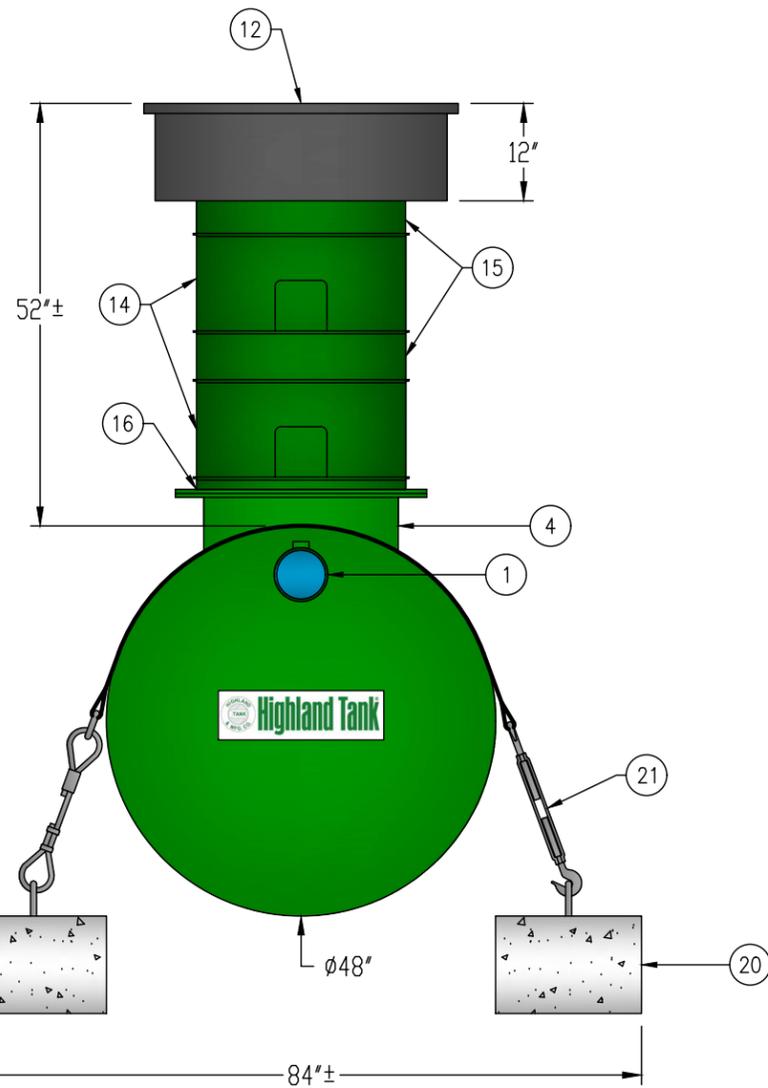
THE CUSTOMER HAS REVIEWED THIS DRAWING AND VERIFIED THE ACCURACY OF ALL INFORMATION AND DIMENSIONS.

SIGNED: _____

DATE: _____



APPROXIMATE LOCATIONS SHOWN FOR DEADMEN & HOLD-DOWN STRAPS
ACTUAL LOCATIONS TO BE DETERMINED AT TIME OF INSTALLATION



SECTION VIEW

GENERAL SPECIFICATIONS

QUANTITY: ONE (1)
 MODEL: OSI-1000-2
 CAPACITY: 1,000 GALLONS
 FLOW RATE: 100 GPM
 TYPE: SINGLE WALL, HIGHGUARD, UNDERGROUND
 MATERIAL: 7 GA CARBON STEEL
 MATERIAL BASED ON 60" MAXIMUM BURIAL DEPTH
 LAP FIT AND WELD INTERIOR AND EXTERIOR SEAMS
 TANK TEST: 3-5 PSI AIR TEST
 SURFACE PREP: SSPC-SP 10 BLAST INTERIOR SURFACES
 SSPC-SP 6 BLAST EXTERIOR SURFACES
 EXT. COATING: HIGHGUARD POLYURETHANE - 75 MILS
 INT. COATING: CHEMLINE 4200 PW (15 MILS DFT)
 OPERATING PRESSURE: ATMOSPHERIC

NOTE: OPTIONAL 2" VENTS ON MANWAY RISERS AT THE DISCRETION OF THE OWNER

PROVIDED EQUIPMENT

1. 6"Ø SCH 40 PIPE STUB - INLET
2. 6"Ø SCH 40 PIPE STUB - OUTLET
3. 2" HC - VENT
4. 24"Ø MANWAY FOR STACKABLE RISER
5. 6"Ø SCH 40 TRANSFER PIPE
6. STRIKER PLATE
7. SLUDGE BAFFLE - 7 GA
8. UNDERFLOW BAFFLE - 7 GA
9. 6"Ø 45° DIFFUSION ELBOW
10. FULL BULKHEAD - 7 GA
11. 2" OPENING FOR AIR CIRCULATION
12. 36"Ø GRADE-LEVEL MANWAY - SHIPPED LOOSE
13. 24"Ø PVC COVER
14. (2) 24"Ø x 12" STACKABLE RISER - ALL STACKABLE RISER COMPONENTS ARE PRE-ASSEMBLED AND COMPLETE MANWAY RISER IS SHIPPED LOOSE
15. (2) 24"Ø x 6" STACKABLE RISER
16. STACKABLE RISER ADAPTER RING & GASKET
17. STACKABLE RISER SAFETY SCREEN
18. REMOVABLE DIFFUSION BAFFLE - 7 GA
19. 12" x 12" WEAR PLATE - 1/4"
20. (2) CDA-15 CONCRETE DEADMAN
21. (2) POLYESTER HOLD-DOWN STRAPS

CUSTOMER MUST SPECIFY THE REQUIRED INLET INVERT DIMENSION NEEDED TO MEET PROJECT CONDITIONS

NOTE:
 ALL RIGHTS RESERVED. THIS DRAWING, OR ANY PART THEREOF, MUST NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM HIGHLAND TANK. UNLESS OTHERWISE NOTED, HIGHLAND TANK SHALL BE RESPONSIBLE ONLY FOR ITEMS INDICATED ON THIS FABRICATION DRAWING. THE CUSTOMER IS RESPONSIBLE FOR VERIFYING THE CORRECTNESS OF THE TYPE, SIZE, AND LOCATION OF ALL FITTINGS, ACCESSORIES, AND COATINGS SHOWN ON THIS DRAWING.



**OIL/SAND INTERCEPTOR
 1,000 GALLON DOUBLE-BASIN**

CUSTOMER: _____

PROJECT: _____

QUOTE NO.: _____

SCALE: _____ DATE: 2/15/18 DWG. BY: MGS DWG. NO.: 1000-2-01-51

DIMENSION TOLERANCE: ± 1"

ORDER: _____

Thank you for your purchase of a Highland Tank. The following documents are included for your use. Please read them carefully. If you have any questions, please contact us.

HIGHGUARD

- ❖ 10 year Warranty Registration Card
- ❖ 10 year Warranty
- ❖ Installation Instructions and Checklist
- ❖ Maintenance Instructions
- ❖ MSDS for Coating Touch Up Kit

Highland HighGuard 10 Year Limited Warranty Validation Card

Please complete this form to validate your Limited Warranty. This card must be completely and accurately filled out and returned to Highland Tank within 30 days after the tank is installed, or within 90 days after the tank is shipped from the manufacturer, whichever comes first. By signing this form, the tank owner verified that the tank was installed in accordance with Highland Tank Installation Instructions, the product stored is compatible with the tank and the owner has read and agrees with the terms of the Limited Warranty, included with this form.

HighGuard Label #: _____	Tank Capacity: _____	
Shipment Date: _____	Work Order #: _____	Installed Date: _____

Owner Name: _____
Facility Where Tank is Installed: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Country: _____
Contact: _____ Phone: _____
Product(s) Stored in this Tank:
<input type="checkbox"/> Wastewater or Water
<input type="checkbox"/> Heating Oil
<input type="checkbox"/> Diesel Fuel
<input type="checkbox"/> Gasoline
<input type="checkbox"/> VGAS / Jet Fuel
<input type="checkbox"/> Biodiesel
<input type="checkbox"/> Waste Oil
<input type="checkbox"/> Oil/Water Separator
<input type="checkbox"/> #6 Heated Oil – THERE IS NO WARRANTY FOR ANY TANK STORING THIS PRODUCT

Installation Company: _____	Phone: _____
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My signature below verifies that this tank was installed in accordance with Highland Tank Installation Instructions, the product stored is compatible with the tank and I have read and agree with the terms of the Limited Warranty, provided with this document.	
Signature (of person providing this information): _____	
Date: _____	
Please Print Name: _____	
Company Name: _____	Phone: _____

Warranty Coverage

Provided that the conditions set forth below are satisfied, Highland Tank provides a 10 year warranty for the HighGuard tank following delivery of the tank to the tank owner at the time of the original installation ("the Owner"). This warranty covers the following events which may occur, provided the event occurs under normal operating conditions:

- (a) Non-corrosion related structural failure;
- (b) Cracking, degrading, or corrosion caused by reaction of the tank with its soil environment; and
- (c) Perforation of the steel tank caused by internal corrosion for those tanks equipped with wear plates and used to store heating or motor fuels, including alcohols, and other compatible chemicals.

In addition, the Highland Tank warrants the tank against failure due to defective materials and workmanship for 1 year following the delivery of the tank to the Owner.

Conditions to Warranty

The limited warranties set forth herein are subject to the following conditions:

1. The HighGuard tank:

- (a) Must be the original underground installation within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico or Canada;
- (b) Installed, operated and maintained in accordance with the applicable NFPA and PEI Recommended Practices, Highland Tank Maintenance Instructions, HighGuard specifications and the applicable HighGuard installation Instructions that were in effect on the date of shipment by Highland Tank, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations, Owner shall keep the original installation checklist and shall provide to Highland Tank in the event of a warranty claim; and

- (c) Operated at underground ambient temperature.

2. This Limited Warranty is not valid unless, and until, the Warranty Validation Card is fully completed by the Owner and returned to Highland Tank within 30 days after the date of tank installation, or 90 days after the Warrantor's shipment of the tank, whichever comes first.

3. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give Highland Tank written notice of the suspected tank failure or leak and permit Highland Tank or its designated representative to inspect the tank site prior to, during and after excavation of the tank.

4. Upon Highland Tank's determination that the tank failure or leak is covered by this Limited Warranty, Highland Tank at its sole option shall:

- (a) Repair the tank; or
- (b) Replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank as shown in (c); or
- (c) Refund the full amount of the original purchase price of the HighGuard tank.

What Is Not Covered by this Warranty

Highland Tank does not warrant any piping system or any other attachments connected with the tank. Under no circumstances, shall Highland Tank be liable for:

- (a) The cost of repair or replacement of any piping system or other attachments to the tank; or
- (b) Labor costs or other installation costs for tank repair or replacement; or
- (c) Damage to the tank or other property resulting from the accumulation of water in the tank; or
- (d) Damage caused by other improper operating or maintenance practices; or
- (e) Tank failure due to defective materials and workmanship later than one year following delivery of the tank to the Owner or
- (f) Tank failure caused by storing liquids exceeding underground ambient temperatures

Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy to the Owner. Under no circumstances, shall the liability of Highland Tank, or its affiliates or subsidiaries, under this warranty, exceed the purchase price of the tank.

In no event shall Highland Tank, or its affiliates or subsidiaries, be liable for claims of personal injury or for special, incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the tank or any associated equipment, cost of capital, cost of the substitute equipment, facilities or services, downtime cost, claims of customers of the owner for such damages, or for damage to property, whether such claim shall be for breach of contract, breach of warranty, negligence or strict liability, and whether such claim arises out of or results from this limited warranty, or express or implied warranties, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the tank.

Consumer Notice

The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed "consumers" and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a "consumer", you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.

Disclaimer of Other Warranties

The foregoing limited Warranty is the ONLY warranty made. THERE ARE NO OTHER WARRANTIES, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

Highland HighGuard Installation Instructions

HT-7001



1.0 Excavation & Bedding

1.1 The bottom of the excavation shall be covered with a minimum of 12 inches (305mm) of approved bedding material, suitably graded and leveled. Bedding and backfill material surrounding the tank, to a width and depth of 12 Inches (305 mm) all around the tank, shall be clean material.

1.2 Where anchoring by means of a concrete pad, the tank shall not be placed directly on the pad. Bedding material at least 6 Inches (152.4 mm) deep must be spread evenly over the dimensions of the pad to separate the tank from the pad.

1.3 Bedding and backfill material shall consist of homogeneous pea gravel, crushed stone, clean sand or natural earthen materials. Crushed stone, clean sand and natural earthen materials shall be capable of passing 100% through a 1/2 inch (13 mm) sieve and no more than 12% by dry weight through a #200 sieve (0.0029 Inch (0.0754 mm)). Pea gravel shall be no larger than 3/4-inch (19 mm). The materials shall be free of all foreign materials; such as but not limited to, bricks, metals, concrete and plastics.

1.4 The backfill material may be from the tank site if it meets the description, or it may be delivered to the site from another source.

1.5 Sand or natural earthen materials used as backfill shall be placed into the excavation in 12-18 inch (305-458 mm) vertical lifts, compacted after each lift, at least 60% up the vertical height of the tank.

1.6 If earthen material from the site, or other earthen material, is to be used as bedding or backfill material, a minimum of four 1 cu.ft. samples shall be taken from different locations which are representative of the backfill material and the site. Samples shall be sieved to determine if the material complies with this specification.

1.7 In a tidal area, the tank "bedding" material shall be crushed stone or pea gravel. Sand and natural earthen material may be used only if measures are taken to prevent washout of material during the design life of the system.

2.0 Air Test at Job Site

2.1 The temporary plugs and thread protectors installed by the manufacturer shall be removed. Apply compatible, non-hardening pipe sealant to internal bushing threads. Permanent metal plugs shall be installed at all unused openings.

2.2 Plugs used to temporarily seal the tank for the aboveground air test, but later removed for pipe installation, shall not be over-tightened. Do not cross thread or damage the threads when replacing plugs or installing required tank piping.

2.3 Test pressure shall be maintained at, but not exceed, 5 PSIG (34.5 kPa) while a soap solution is applied to the area of pipe connections and welds.

2.4 Double-wall tanks will require different air pressure testing procedures. Do not connect a high pressure air line directly to the interstitial monitoring port. A factory applied vacuum within the Interstitial space can be used in lieu of, or In addition to, the air test procedure. Do not apply a vacuum to the primary tank or a single wall tank. PEI/RP100-2000 also provides guidelines.

2.5 Take necessary safety precautions during air tests. Do not leave tanks unattended while under pressure. Avoid standing at the head of the tank, especially while applying air pressure. Use an air-pressure relief valve.

3.0 Tank Inspection

3.1 Before placing the tank in the excavation, all dirt clods and similar foreign matter shall be cleaned from the surface of the tank.

3.2 Visually inspect the tank for damage. Pay particular attention to areas where cladding has been gouged or abraded. Mark all areas, which appear damaged for repair. Any section of the cladding, which has been damaged beyond the surface of the cladding, shall either be repaired or spark tested. Spark testing shall be done with a holiday detector set at 10,000 volts.

3.3 Coat all holidays, damaged cladding, and/or exposed steel surfaces using touch-up kit furnished by tank supplier. Follow manufacturer's instructions for mixing and application of resin. (See Section 9 for touch-up procedures.) All holidays shall be re-tested at 10,000 volts.



Highland Tank[®]

4.0 Tank Handling

4.1 Equipment to lift the tank shall be of adequate size to lift and lower the tank without dragging or dropping to prevent damage to the tank or the coating.

4.2 Tank shall be carefully lifted and lowered by the use of cables or chains of adequate length attached to the lifting lugs provided. A spreader bar should be used where necessary. Under no circumstances shall chains or wire rope slings be used around the tank shell.

5.0 Anchoring

5.1 High water tables or partially flooded excavation sites exert significant buoyant forces on tanks. Buoyant forces are partially resisted by the weight of the tank, the backfill and the pavement a top the tank. Additional buoyant restraint when required, shall be obtained by using properly designed hold-down straps in conjunction with concrete hold-down pads or deadman anchors. The use of steel cable or round bar as hold-down straps is prohibited.

5.2 If a metallic hold-down strap is used, a pad of inert insulating di-electric material must be used to insulate the hold-down strap from the tank. The separating pad shall be wider than the hold-down straps, which will prevent direct contact between the straps and the tank shell. This pad is not required if the hold-down strap is fabricated from non-conductive material.

5.3 Ballasting the tank may be necessary. When water is used as the ballast material, it shall only be potable water and shall not remain in the tank longer than 60 days. During construction, adequately vent all tank spaces. If product is used as ballast, proper precautions must be taken to prevent fires, spills, leaks, and other associated accidents. Monitor product level frequently to ensure there has been no unaccounted loss of product.

6.0 Backfill

6.1 Homogeneous backfill material similar to the bedding material shall be carefully placed around the entire tank to create a uniform homogeneous environment. Avoid damage to cladding especially where tamping is required.

6.2 Installing and tamping backfill along the bottom sides of the tank shall ensure that the tank is fully and evenly supported around the bottom quadrant.

7.0 Final Air Test

8.1 Install required tank piping using compatible non-hardening sealant, taking care not to cross thread or damage the threads. Torque of 400 to 1,000 ft lbf (542.3 to 1355.8 N-m) may be required to fully insert pipe.

7.2 Where air or hydrostatic testing is required after installation, the pressure applied shall not be in excess of 5 PSIG (34.5 kPa) as measured at the top of the tank. A soap solution shall be applied around pipe connections while air test is being performed.

8.0 Sealing of Pipe Connections, Lifting Lugs and Repairs

8.1 Highland Tank per HighGuard specifications, has applied the cladding over all steel surfaces. During the installation process, steel can become exposed at the lift lug due to handling of the tank. These areas, along with all other exposed steel surfaces, must be covered via the touch-up kit supplied by Highland Tank. After application, the installer shall verify that the repaired area has cured (adequate material hardness and solidification) prior to back fill. Normal cure time may vary.

8.2 Clean areas to be repaired through removal of surface rust, dirt, contaminants, and disbanded cladding. The cladding surrounding all holidays, cladding flaw areas, and/or exposed steel areas should be surface prepared by using a coarse grit sandpaper or grinder. (Refer to SSPC SP-2 Hand Tool Cleaning* or SP-3 "Power Tool Cleaning" for additional guidance). This process should remove all glossiness from the surface surrounding the repair area within 6 inches (152 mm) of the holiday.

8.3 After an air test has established tightness, tank fittings shall receive a coat of urethane or be covered with a coat of the repair material prior to backfill. (Refer to section 9.2 for surface preparation). Area to be coated shall include the entire plug on unused fittings.

9.0 Final Backfill

9.1 Homogeneous backfill shall be deposited carefully around the tank and to a depth of at least two feet over the tank. (See NFPA 30 and state or local codes for minimum depth of cover required).

9.2 If cladding damage occurs after holiday testing or during backfill operation, repairs shall be made in accordance with Section 9.

10.0 Operating Limitations

10.1 Tanks shall only be operated at ambient temperature.

11.0 Maintenance

11.1 The primary tank shall be inspected monthly for the presence of water. Inspection shall take place at the lowest possible points inside the primary tank. Remove any water found. Water and sediment in fuel can cause plugging of filters. Also, bacterial growth, originating from the fuel, can cause filters to plug and corrosion of tanks and lines. A report by the US Department of Energy, Brookhaven National Laboratory BNL 48406, which provides information on methods to test for and remove water, test for bacterial presence in fuel, tank cleaning and fuel additives. Failure to remove water from the tank may void your warranty.

11.2 Tank must be installed within one year of delivery from Highland Tank. If tank is not installed within this time period, contact Highland Tank to recertify the tank.

These instructions are intended only as an aid to tank installers who are knowledgeable and experienced in underground tank installation. Compliance herewith does not necessarily meet the requirements of applicable federal, state and local laws, regulations and ordinances concerning tank installation.

Highland Tank makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose, as a result of these installation instructions.

HIGHGUARD Underground Tank Installation Checklist

Tank Owner

Address

HighGuard Tank U.L. Label No.: _____

Tank Capacity: _____

Tank Dimensions:

Diameter: _____Inches,

Length: _____ft., _____in

Delivery Date: _____

Installation Date: _____

Product to be stored: _____

Handling

Lift equipment used: _____

Lifting capacity (lbs.): _____

Type of chocks used if tank stored:

Describe any damage observed:

Testing

Pre-installation test completed: _____
(Initial)

Excavation (feet & inches)

Length _____ Width _____ Depth _____

Burial depth _____ Top of tank to grade _____
Inches 18 inches minimum around each tank?
 Yes No

Burial depth meets minimum code requests
(such as NFPA 30 or UFC)

Anchoring (Check one)

- No pad at this site
- Deadmen anchors
- Concrete pad

Soil and pavement overburden used to hold down
tank. _____ Feet of bedding material when
concrete pad is used

If hold-down straps were used, straps
were attached to:

- Concrete Pad
- Deadmen
- Other

Describe other: _____

Number of hold-down straps
_____ Width _____ Inches

Protective padding material used : _____

Backfill Material

- Clean Sand Pea gravel
- #8 Stone Native Soil

Depth of homogeneous material beneath

tank: _____ Inches

Backfill placed to assure full support along bottom
quadrant of tank. _____
Initial

Tank Piping Connection Test
All pipe fittings to tank tested at 5 psig (34.47
kpa) while applying soap solution onto fittings to
check for leaks? Yes No

Vacuum test system gauge reading
at _____ Inches when tank put in
ground
Date _____

Tank Installer name _____

Signature of installing foreman or project engineer

X _____

*Installer return original copy of this checklist to
the tank owner listed above and retain a copy
for your permanent files.*

*Note: This checklist includes key steps in the proper
installation of a double-wall underground storage tank
with polymer secondary containment and is intended only
as an aid to tank installers who are knowledgeable and
experienced in underground tank installation. Compliance
herewith does not necessarily meet the requirement of all
applicable federal, state and local laws, regulations and
ordinances concerning tank installation*

NOTE: Striker plates are provided under each opening
for added protection. HighGuard tanks are for the
storage of unheated product only. The temperature of
any tank component or contents cannot exceed 100° F.
For high-temperature storage applications, we
recommend using the Highland HotShot Heated
Product Storage Tank.



Highland Tank & Manufacturing Company Maintenance Instructions - Underground Storage Tanks

Maintenance of your underground storage tank is very simple and can lead to a long, useful life for the storage tank.

The tank should be inspected monthly for water on the bottom of the tank. Water can accumulate in the bottom of the tank from several different places: (1) water can be delivered with the fuel from condensation in a tanker truck; (2) condensation can form in the tank when product is delivered at a temperature different than the temperature of the existing fuel in the tank.

Regardless of where the water comes from, it is important that, when any detectable accumulation is present, it immediately be removed and disposed of following the local and federal rules. There are two primary problems with water in the bottom of a tank. The first problem is microbial growth, which develops from microbes that are naturally occurring in the atmosphere. They tend to live in the water layer and feed off the petroleum product. When this occurs, colonies will form in the bottom of the tank, causing microbial corrosion cells that can cause pitting over time. The second problem, of course, is if enough water accumulates and then it gets pulled up the suction line, you would then end up contaminating the vehicle into which the product was being pumped. This is important with both motor fuel tanks as well as heating oil tanks.

To check for water, you need to purchase water finding paste. It should be applied to a manual gauge stick and pressed to the bottom of the tank. When removed, the paste will change color to indicate the presence of water.

It is further recommended that the tank be inspected for sludge. This can be done visually or with cameras. Often, you can tell that there's sludge accumulating by checking for residue on the gauge stick that you would use to check for water.

The check for water should be done monthly. It is recommended that the check for sludge be done on annual basis. If there is any appreciable sludge accumulation, you will need to have the tank professionally cleaned. In addition, it will be important to remove any electronic water sensor device that you have and make sure it is clean. When you have sludge, it could sometimes clog that device and make it nonfunctioning.

Following these simple instructions will make your storage tank last for many, many years. These inspections may not be necessary for tanks storing non-petroleum products. Tanks with internal linings should also inspect interior following the coating manufacturer's recommendations. Should have any questions please contact any of the Highland tank offices listed below.

MATERIAL SAFETY DATA SHEET

Section 1 – CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Name: CHEMTHANE 1120TU A Component
Identification Number:
Product User/Class: Polyurethane isocyanate prepolymer with additives

For Technical or Emergency Information: (Monday – Friday, 8:00 A.M. to 5:00P.M. C.T.)

Supplier:
 Chemline Incorporated
 5151 Natural Bridge
 St. Louis, MO 631115
 (314) 664-2230

Manufacturer:
 Chemline Incorporated
 5151 Natural Bridge
 St. Louis, MO 63115
 (314) 664-2230

Preparer: Regulatory Department

Revision Date: 9/25/08

In the event of a chemical emergency involving a spill, leak, fire, exposure or accident during transportation,
 call CHEMTREC: 800-424-9300 (24 hours). Read the MSDS and label prior to use.

SECTION 2 – HAZARDOUS COMPONENTS

--- Exposure Limits ---

	CAS #	Weight %	SARA 313	ACGIH TWA	ACGIH STEL	OSHA PEL
Polymethylene polyphenyl isocyanate:	9016-87-9	10-70	YES	N/E	N/E	N/E
4,4' Diphenylmethane diisocyanate (MDI)	101-68-8	10-60	YES	0.005ppm	N/E	0.02ppm
Substituted Aromatic	68477-30-5	20-40	YES	NDA	NDA	NDA

Note: The dried film of this product may become a dust nuisance when removed by sanding or grinding. OSHA recommends a PEL/TWA of 15mg/m³ for total dust and 5mg/m³ for the respirable fraction. ACGIH recommends a TLV/TWA of 10mg/m³ for total dust.

SECTION 3 – PHYSICAL DATA

ODOR:	Mild	EVAPORATION RATE:	< 1 (Ether = 1)
BOILING POINT:	> 350°F	VAPOR DENSITY:	> 1 (Air = 1)
% VOLATILE BY WEIGHT:	< 1	SOLUBILITY IN WATER:	Not soluble, reacts
% VOLATILE BY VOLUME:	< 1	WEIGHT PER GALLON:	10.3

NE= Not Established

NDA= No Data Available

C = Ceiling

SECTION 4 – HEALTH INFORMATION

Emergency Overview: Harmful if inhaled. Toxic fumes are released in fire situations.
Tan liquid. Mild odor.

HMIS RATINGS:	Health 2	Flammability 1	Reactivity 1
Insignificant = 0	Slight = 1	Moderate = 2	High = 3
NFPA RATINGS:	Health 2	Flammability 1	Reactivity 1
Minimal = 0	Slight = 1	Moderate = 2	Serious = 3
			Severe = 4

Potential Health Effects:

Inhalation: At room temperature, MDI vapors are minimal due to low vapor pressure. However, heating, spraying, foaming, or otherwise mechanically dispersing (drumming, venting or pumping) operations may generate vapor or aerosol concentrations sufficient to cause irritation or other adverse effects. Excessive exposure may cause irritation of the upper respiratory tract and lungs. Severe overexposure may lead to bronchitis, bronchial spasms and pulmonary edema. May cause respiratory sensitization with asthma-like symptoms in susceptible individuals. MDI concentrations below the exposure guidelines may cause allergic respiratory reactions in individuals already sensitized. Symptoms may include coughing, dryness of throat, headache, nausea, difficult breathing and a feeling of tightness in the chest. Effects may be delayed. Impaired lung function (decreased ventilator capacity) has been associated with overexposure to isocyanates.

Skin Contact: No irritation is likely to develop following short contact periods with skin. Prolonged or repeated exposure can cause skin irritation, reddening, dermatitis, and in some individuals, sensitization. Skin contact may result in allergic skin reactions or respiratory sensitization, but is not expected to result in absorption of amounts sufficient to cause other adverse effects. May stain skin.

Eye Contact: As a liquid or dust, may cause irritation, inflammation, and/or damage to sensitive eye tissue. Symptoms include watering or discomfort of the eyes. Corneal injury is unlikely.

Ingestion: Single dose oral toxicity is considered to be extremely low. Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract.

Chronic: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) or tissue injury in the upper respiratory tract. Animal tests indicate skin contact alone may also lead to allergic respiratory reaction. These effects may be permanent. Any person developing asthmatic reaction or other sensitization should be removed from further exposure.

Carcinogenicity: MDI and Polymeric MDI are not listed by the NTP, IARC or regulated by OSHA as carcinogens. Lung tumors have been observed in laboratory animals exposed to aerosol droplets of MDI/Polymeric MDI (6 mg/m³) for their lifetime. Tumors occurred concurrently with respiratory irritation and lung injury. Current exposure guidelines are expected to protect against these effects. Other chemicals in this product that are listed by the NTP, IARC or regulated by OSHA as carcinogens: Substituted Aromatic – IARC defined as Class 1 Mineral Oil.

SECTION 5 – EMERGENCY AND FIRST AID PROCEDURES

Eyes: Flush eyes with plenty of water for at least 15 minutes. Materials containing MDI may react with the moisture of the eye forming a thick material which may be difficult to wash from the eyes. Seek medical attention.

Skin: Wash off in flowing warm water or shower with soap. Remove and wash contaminated clothing and discard contaminated shoes. If redness, itching or a burning sensation develops or persists after the area is washed, consult a physician.

Ingestion: Do not induce vomiting or give liquids unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Seek medical attention.

Inhalation: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, oxygen should be administered by qualified personnel. Call a physician or transport to a medical facility immediately.

NOTE TO

PHYSICIAN: EYES: Stain for evidence of corneal injury. If cornea is burned, instill antibiotic steroid preparation frequently. Workplace vapors have produced reversible corneal epithelial edema impairing vision.

SKIN: This compound is a known skin sensitizer. Treat symptomatically as for contact dermatitis or thermal burns. If burned, treat as a thermal burn.

INGESTION: Treat symptomatically. There is no specific antidote. Inducing vomiting is contraindicated because of the irritating nature of this compound.

INHALATION: Isocyanates are known pulmonary sensitizers. Treatment is essentially symptomatic. An individual having a skin or pulmonary sensitization reaction to this material should be removed from exposure to any isocyanate compound.

SECTION 6 – FIRE AND EXPLOSION HAZARDS

Flash Point: > 300°F, (COC)

Autoignition Temperature: NDA

Flammable Limits (STP): NDA

Flammability Classifications:

OSHA - None

DOT - None

Fire Degradation Products: Isocyanate vapor and mist, carbon dioxide, carbon monoxide, nitrogen oxides and traces of hydrogen cyanide.

Extinguishing Media: Use dry chemical, foam, carbon dioxide, or halogenated agents. If water is used, use very large quantities. The reaction between water and hot isocyanate may be vigorous. If possible, contain fire run-off water.

Protective Equipment: Wear positive-pressure self-contained breathing apparatus with full face mask and full protective clothing.

Unusual Hazards: At temperatures greater than 400°F, polymeric MDI can polymerize and decompose which will cause pressure build-up in closed containers. Explosive rupture is possible. Water contamination will produce carbon dioxide. Do not reseal contaminated containers as pressure buildup may rupture the containers. Downwind personnel must be evacuated.

SECTION 7 – REACTIVITY

Stability: Polyisocyanates are highly reactive chemicals and should be handled and stored in a way to avoid exposure to many common substances, including water and moisture. Material is stable when stored in sealed containers under normal conditions. Avoid extended exposure over 110°F (45°C).

Hazardous

Polymerization: May occur with incompatible reactants especially strong bases, water or temperatures over 320°F (160°C). Possible evolution of carbon dioxide gas from overheating or exposure to contaminants may rupture closed containers.

Reactivity: Reacts with water, acids, bases, alcohols, metal compounds. The reaction with water is very slow under 120°F (50°C), but is accelerated at higher temperatures and in the presence of alkalis, tertiary amines and metal compounds. Some reactions can be vigorous or even violent.

SECTION 8 – EMPLOYEE PROTECTION

Exposure: MDI contains reactive isocyanate groups. Use with adequate ventilation to keep airborne isocyanate level below TLV of 0.005 ppm TWA (ACGIH) and PEL 0.02 ppm ceiling (OSHA). These control limits do not apply to previously sensitized individuals or to individuals with existing respiratory disease, such as chronic bronchitis, emphysema or asthma. Respiratory protection may be needed where material is heated, sprayed or used in a confined space, or if TLV is exceeded. Never try to detect MDI vapor by odor.

Persons with known respiratory or allergic problems must not be exposed to this product.

Ventilation: MDI has a very low vapor pressure at room temperature. General/local ventilation typically control exposure levels very adequately. Uses requiring heating and/or spraying may require more aggressive engineering controls or personal protective equipment. Monitoring is required to determine engineering controls.

Respiratory Protection: When atmospheric levels exceed the occupational exposure limit, NIOSH certified air-purifying respirators equipped with an organic vapor filter can be used as long as appropriate precautions and change out schedule are in place. A supplied air, full face mask, positive pressure or continuous flow respirator or a supplied air hood is required when airborne concentrations are unknown or exceed threshold values. A positive pressure self contained breathing apparatus can be used in emergencies or other unusual situations. All equipment must be NIOSH/MSHA approved and maintained.

Eye Protection: Chemical splash goggles or safety glasses or full face mask must be used consistent with splash hazard present. If vapor exposure causes eye discomfort, use a full facepiece respirator or supplied air hood.

Protective Clothing: Wear clothing, boots and gloves impervious to MDI under conditions of use. Materials may include butyl rubber, nitrile rubber, neoprene and Saranex® coated Tyvek®.

Other Protective

Equipment: An eyewash station and safety shower or other drenching facilities must be easily accessible.

NE= Not Established NDA= No Data Available ca= Approximately < = Less than C = Ceiling

SECTION 9 – ENVIRONMENTAL PROTECTION

Spill: Evacuate spill area. With adequate ventilation and appropriate personal protective equipment, cover the area with an inert absorbent material such as clay or vermiculite and transfer to metal waste containers. Move container to a well ventilated area (outside), but do not seal the container with the isocyanate mixture. Larger quantities of liquid may be transferred directly to drums for disposal. Decontaminate or discard all clean-up equipment.

NOTE: ISOCYANATES WILL REACT WITH WATER AND GENERATE CARBON DIOXIDE. THIS COULD RESULT IN THE RUPTURE OF ANY CLOSED CONTAINERS.

Clean up: The area should then be flushed with a decontamination solution. The decontamination solution is a 5-10% mixture of sodium carbonate and 0.5% liquid detergent in water solution or a 3-8% concentrated ammonium hydroxide and 0.5% liquid detergent in water. Use 10 parts decontamination solution to 1 part spilled material. If the ammonium hydroxide solution is used, ammonia will be evolved as a vapor. Use caution to avoid exposure to high concentrations of ammonia. Allow to stand for 48 hours letting evolved carbon dioxide to escape.

Disposal: Any disposal practice must be in compliance with all federal, state and local laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Waste characterization and disposal compliance are the responsibility solely of the party generating the waste or deciding to discard or dispose of the material.

Do not allow material to enter sewers, a body of water, or contact the ground. Refer to RCRA 40 CFR 261, and/or any other appropriate federal, state or local requirements for proper classification information.

Container

Disposal: Drums/containers must be thoroughly drained to process or storage vessels before removal to an appropriate area for subsequent decontamination. Drums/containers must be decontaminated in properly ventilated areas by personnel protected from the inhalation of isocyanate vapors. Spray or pour 1 to 5 gallons of decontaminating solution into the drum, making sure the walls are well rinsed. Let the drum/container soak unsealed for 48 hours. Pour out the decontaminating solution and triple rinse the empty container. Puncture or otherwise destroy the rinsed container before disposal. *Do not* heat or cut empty containers with electric or gas torch.

Call CHEMTREC (800-424-9300) for chemical emergencies or spills during transportation

SECTION 10 - STORAGE AND HANDLING

Storage: When stored between 15 and 30°C (60 and 85°F) in sealed containers, typical shelf life is 6 months or more from the date of manufacture. Consult technical data sheet for shelf life requirements affecting performance quality. Should freezing occur, the material must be thawed thoroughly and mixed until uniform. Opened containers must be handled properly to prevent moisture pickup.

Handling: Use personal protective equipment when transferring material to or from drums, totes or other containers. The reaction of polyols and isocyanates generates heat. Contact of the reacting materials with skin or eyes can cause irritation and may be difficult to remove from the affected areas. Immediately wash affected areas with plenty of water and seek medical attention. In addition, such contact increases the risk of exposure to isocyanate vapors. Do not smoke or use naked lights, open flames, space heaters, or other ignition sources near pouring, frothing or spraying operations.

Special Emphasis for Spray Applications: Inspect the application area from the potential to expose other persons or for overspray to drift onto buildings, vehicles or other property. When spraying building exteriors, persons entering or exiting the building as well as those inside could be exposed to polyisocyanates due to wind conditions, open windows or air intakes. Do not begin application work until these potential problems have been corrected.

SECTION 11 – SHIPPING INFORMATION**DOT (Domestic Surface)**

Hazard Class or Division: Not Regulated

IMO (Ocean)

Hazard Class or Division: Not regulated

IATA/ICAO (Air)

Hazard Class or Division: Not regulated

SECTION 12 – REGULATORY INFORMATION

OSHA Status: This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.

TSCA Status: On TSCA inventory.

CERCLA Reportable Quantity: 4,4' Diphenylmethane diisocyanate = 5,000 lbs

SARA Title III:**Section 302 Extremely Hazardous Substances:**

None

Section 311/312 Hazard Categories:

Immediate Health Hazard, Delayed Health Hazard, Reactive Hazard

RCRA Status: It is the responsibility of the user of products to determine, at any time of disposal, whether a product meets any of the criteria for hazardous waste.

California Proposition 65: Chemical(s) in this product known to the State of California to cause cancer:

None

California Proposition 65: Chemical(s) in this product known to the State of California to cause reproductive toxicity:

None

SECTION 13 – COMMENTS

This MSDS complies with 29 CFR 1910.1200 (Hazard Communication Standard)

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of the product described herein.

MATERIAL SAFETY DATA SHEET

Section 1 – CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Name: CHEMTHANE 1120TU B
Identification Number:
Product User/Class: Polyurethane polyol blend with additives

For Technical or Emergency Information: (Monday – Friday, 8:00 A.M. to 5:00P.M. C.T.)

Supplier:
 Chemline Incorporated
 5151 Natural Bridge
 St. Louis, MO 63115
 (314) 664-2230

Manufacturer:
 Chemline Incorporated
 5151 Natural Bridge
 St. Louis, MO 63115
 (314) 664-2230

Preparer: Regulatory Department

Revision Date: 05/24/11

In the event of a chemical emergency involving a spill, leak, fire, exposure or accident during transportation, call CHEMTREC: 800-424-9300 (24 hours). Read the MSDS and label prior to use.

SECTION 2 – HAZARDOUS COMPONENTS

--- Exposure Limits ---

	CAS #	Weight %	SARA 313	ACGIH TWA	ACGIH STEL	OSHA PEL
Polyoxyalkylene polyol	9051-49-4	5-20	NO	NDA	NDA	NDA
Bisphenol A Epoxy Resin	25036-25-3	10-30	NO	NE	NE	NE
Xylene	1330-20-7	1-10	YES	100 ppm	150 ppm	100 ppm

Note: The dried film of this product may become a dust nuisance when removed by sanding or grinding. OSHA recommends a PEL/TWA of 15mg/m³ for total dust and 5mg/m³ for the respirable fraction. ACGIH recommends a TLV/TWA of 10mg/m³ for total dust.

SECTION 3 – PHYSICAL DATA

ODOR:	Mild	EVAPORATION RATE:	< 1 (Ether = 1)
BOILING POINT:	> 200°F	VAPOR DENSITY:	> 1 (Air = 1)
% VOLATILE BY WEIGHT:	6-8	SOLUBILITY IN WATER:	Not soluble
% VOLATILE BY VOLUME:	9-11	WEIGHT PER GALLON:	11.73

NE= Not Established

NDA= No Data Available

C = Ceiling

SECTION 4 – HEALTH INFORMATION

Emergency Overview: Harmful if inhaled. Toxic fumes are released in fire situations. Black Liquid. Mild odor.

HMIS RATINGS:	Health 2	Flammability 1	Reactivity 0
Insignificant = 0	Slight = 1	Moderate = 2	High = 3
			Extreme = 4
NFPA RATINGS:	Health 2	Flammability 1	Reactivity 0
Minimal = 0	Slight = 1	Moderate = 2	Serious = 3
			Severe = 4

Potential Health Effects:

Inhalation: Heating, spraying, foaming, or otherwise mechanically dispersing (drumming, venting or pumping) operations of this blend may generate more vapor or aerosol concentrations of its components. May cause sneezing and slight irritation of nose, throat and lungs.

Skin Contact: Prolonged contact may cause skin irritation or dermatitis in some individuals.

Eye Contact: May cause watering of the eyes and inflammation of conjunctiva.

Ingestion: May cause nausea and vomiting.

Carcinogenicity: The components of this blend are not listed by the NTP, IARC or regulated by OSHA as carcinogens.

SECTION 5 – EMERGENCY AND FIRST AID PROCEDURES

Eyes: Flush eyes with plenty of water for at least 15 minutes. Use fingers to assure that the eyelids are separated and that the eye is being irrigated. Consult a physician.

Skin: Wash skin with large quantities of water and soap. Wash clothing before reuse. Seek medical attention if redness, itching or a burning sensation develops or persists after the area is washed.

Ingestion: Never give anything by mouth to an unconscious person. Consult a physician.

Inhalation: If symptomatic, move to fresh air. Get medical attention if symptoms persist.

SECTION 6 – FIRE AND EXPLOSION HAZARDS

Flash Point:	> 145°F, (COC)	Flammability Classifications:
Autoignition Temperature:	NDA	OSHA - None
Flammable Limits (STP):	NDA	DOT – None

Fire Degradation Products: Combustion may produce carbon dioxide, carbon monoxide and nitrogen oxides.

Extinguishing Media: Use dry chemical, foam, carbon dioxide, halogenated agents or water. Use cold water spray to cool fire-exposed containers to minimize risk of rupture. A solid stream of water directed into the hot burning liquid could cause frothing. If possible, contain fire run-off water.

Protective Equipment: Wear positive-pressure self-contained breathing apparatus with full facepiece and full protective clothing.

SECTION 7 – REACTIVITY

Stability: This is a stable material. Avoid high temperatures, sparks, flame and extended exposure over 110°F (45°C).

Hazardous

Polymerization: Will not occur.

Reactivity: Incompatible with oxidizing materials, isocyanates and acids.

SECTION 8 – EMPLOYEE PROTECTION

Ventilation: Good general exhaust ventilation is recommended when working with this product. Uses requiring heating and/or spraying may require more ventilation or personal protective equipment.

Respiratory Protection: The specific respirator selected must be based on contamination levels of this blend found in the workplace and must not exceed the working limits of the respirator and be jointly approved by NIOSH and MSHA. In areas of high concentrations, fresh air-line respirators or self-contained breathing apparatus should be used. A positive pressure self contained breathing apparatus can be used in emergencies or other unusual situations.

Eye Protection: Fitted chemical goggles or full face shield and safety glasses must be used consistent with splash hazard present. If vapor exposure causes eye discomfort, use a full facepiece respirator or supplied air hood.

Protective Clothing: Wear clothing, boots and gloves resistant to permeation of product. Materials may include butyl rubber, nitrile rubber, neoprene and Saranex® coated Tyvek®.

Other Protective

Equipment: An eyewash station and safety shower or other drenching facilities are recommended in the work area.

SECTION 9 – ENVIRONMENTAL PROTECTION

Spill: Remove all sources of flames, heating elements, gas engines, etc. Emergency clean-up personnel should wear chemical goggles, rubber or plastic gloves and clothing as required to protect against contact. Prevent spreading and contamination of surface waters and drinking supplies. Notify local health officials and other appropriate agencies if such contamination should occur.

Clean up: With adequate ventilation and appropriate personal protective equipment, cover the area with an inert absorbent material such as clay or vermiculite and transfer to steel waste containers. The spill area should then be washed down with soap and water to dilute and remove remaining traces of material. Ventilate area to remove the remaining vapors.

Disposal: Any disposal practice must be in compliance with all federal, state and local laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Waste characterization and disposal compliance are the responsibility solely of the party generating the waste or deciding to discard or dispose of the material.

Do not allow material to enter sewers, a body of water, or contact the ground. Refer to RCRA 40 CFR 261, and/or any other appropriate federal, state or local requirements for proper classification information.

Container

Disposal: Empty containers retain product residue (liquid and/or vapor) and can be dangerous. Do not pressurize, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

Call CHEMTREC (800-424-9300) for chemical emergencies or spills during transportation

SECTION 10 - STORAGE AND HANDLING

Storage: When stored between 15 and 30°C (60 and 85°F) in sealed containers, typical shelf life is 6 months or more from the date of manufacture. Consult technical data sheet for shelf life requirements affecting performance quality. Opened containers must be handled properly to prevent moisture pickup.

Handling: Avoid skin and eye contact. Use personal protective equipment when transferring material to or from drums, totes or other containers. If contamination with isocyanates is suspected, do not reseal containers. Do not smoke or use naked lights, open flames, space heaters, or other ignition sources near pouring, frothing or spraying operations.

Special Emphasis for Spray Applications of Mixed Products Containing Isocyanates: Inspect the application area for the potential to expose other persons or for overspray to drift onto buildings, vehicles or other property. When spraying building exteriors, persons entering or exiting the building as well as those inside could be exposed to polyisocyanates due to wind conditions, open windows or air intakes. Do not begin application work until these potential problems have been corrected.

SECTION 11 – SHIPPING INFORMATION

DOT (Domestic Surface)

Hazard Class or Division: Not regulated

IMO (Ocean)

Hazard Class or Division: Not regulated

IATA/ICAO (Air)

Hazard Class or Division: Not regulated

SECTION 12 – REGULATORY INFORMATION

OSHA Status: This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.

TSCA Status: On the TSCA inventory.

CERCLA Reportable Quantity: None reported

SARA Title III:

Section 302 Extremely Hazardous Substances: None

Section 311/312 Hazard Categories: Immediate Health Hazard, Delayed Health Hazard

RCRA Status: It is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste. (40 CFR 261.20-24)

California Proposition 65: Chemical(s) in this product known to the State of California to cause cancer:
Ethyl Benzene

California Proposition 65: Chemical(s) in this product known to the State of California to cause reproductive toxicity:
None

SECTION 13 – COMMENTS

This MSDS complies with 29 CFR 1910.1200 (Hazard Communication Standard)

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of the product described herein.