



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](http://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](http://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: 1376222


Procurement Type: Central Purchase Order

Vendor ID: VS0000002427 

Legal Name: Technology International Inc

Alias/DBA:

Total Bid: \$47,071.84

Response Date: 02/28/2024 

Response Time: 13:21

Responded By User ID: tii123 

First Name: Shaji

Last Name: Habib

Email: tii@tii-usa.com

Phone: 4073592373

SO Doc Code: CRFQ

SO Dept: 0305

SO Doc ID: FOR2400000008

Published Date: 2/12/24

Close Date: 2/28/24

Close Time: 13:30

Status: Closed

Solicitation Description: EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1376222  
**Solicitation Description:** EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-02-28 13:30	SR 0305 ESR02282400000004411	1

**VENDOR**  
 VS0000002427  
 Technology International Inc

**Solicitation Number:** CRFQ 0305 FOR2400000008  
**Total Bid:** 47071.83999999999650754034519 **Response Date:** 2024-02-28 **Response Time:** 13:21:03  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS	8.00000	EA	5883.980000	47071.84

Comm Code	Manufacturer	Specification	Model #
46191600			

**Commodity Line Comments:** Please see our proposal TII/WV/0224/35312 attached.

**Extended Description:**

EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS



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**  
**Equipment**

<b>Proc Folder:</b> 1376222			<b>Reason for Modification:</b>
<b>Doc Description:</b> EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-12	2024-02-28 13:30	CRFQ 0305 FOR2400000008	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 :** 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746

**Street :**

**City :** Lake Mary,

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

**Principal Contact :** Rifat Habib

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

**FOR INFORMATION CONTACT THE BUYER**  
 Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

**Vendor Signature X** *Rifat Habib* **FEIN#** 650342335 **DATE** 02/28/2024

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**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division for the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for one-time purchase EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS as described per the Specifications, Terms & Conditions, and bid requirements as attached.

INVOICE TO		SHIP TO	
FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON US	WV	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
46191600			

**Extended Description:**  
EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Questions are due by 10:00am ET	2024-02-21

	Document Phase	Document Description	Page
FOR2400000008	Final	EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

**Proc Folder:** 1376222  
**Doc Description:** EIGHT (8) 75 GALLON L-TYPE UTV FIRE SUPPRESSION SKID UNITS  
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 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** Technology International, Inc.  
**Address :** 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746  
**Street :**  
**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**

Brandon L Barr  
 304-558-2652  
 brandon.l.barr@wv.gov

**Vendor Signature X**  **FEIN#** 650342335 **DATE** 02/28/2024

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



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**INVOICE TO****SHIP TO**

FORESTRY DIVISION OF  
7 PLAYERS CLUB DRIVE  
DIVISION OF FORESTRY  
CHARLESTON WV  
US

FORESTRY DIVISION OF  
1ST FLOOR  
7 PLAYERS CLUB DR  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

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

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

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

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

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

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

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

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

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

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

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_  
\_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ 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.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.



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

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

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

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

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

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

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

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

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) \_\_\_\_\_

(Address) 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746

(Phone Number) / (Fax Number) Tel: (407) 359-2373 Fax: (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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Technology International, Inc.

(Company) Rifat Habib

(Signature of Authorized Representative)

Rifat Habib, Business Development Exec.

(Printed Name and Title of Authorized Representative) (Date)

Tel: (407) 359-2373 Fax: (407) 359-2372

(Phone Number) (Fax Number)

tii@tii-usa.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input 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 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.



Authorized Signature

02/28/2024

Date

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

REQUEST FOR QUOTATION  
Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units

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**SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Forestry to establish a contract for the one-time purchase of eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units.

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

**2.1 “Contract Item”** means 75 Gallon L-Type UTV Fire Suppression Skid Units as more fully described by these specifications.

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

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

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1.1 Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units**

**3.1.1.1** 75-gallon capacity “L” shaped low profile polypropylene water tank skid unit. The Tank shall be constructed of ½ inch black, textured, UV resistant polypropylene material with a ¾ inch thick tank floor and pump platform. It shall be baffled with minimum 3/8-inch transfers and longitudinal baffles to meet NFPA standards.

**3.1.1.2** The Tank at a minimum shall include the following: White plastic sight gauge located on the driver side rear. Lo-profile 5-inch minimum diameter tank fill/vent. The driver’s side tank top shall have an additional ¾ inch polypropylene mounting plate. 1 ½ inch diameter FNPT fill port and 1 ½ inch diameter and a 2-inch diameter FNPT drain. Must have front and rear mounting tabs.

REQUEST FOR QUOTATION  
Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units

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- 3.1.1.3 The pump must be Wick 100-4HM single stage 4 stroke pressure pump, or equivalent, with minimum 2.0hp engine with max weight of 17 pounds. The pump should be single stage, high pressure driven via a centrifugal clutch.
- 3.1.1.4 Hose reel must be a rust-free stainless-steel drum/nylon A frame mounted directly behind the driver to not impede visibly with a ¾ inch GHT male riser.
- 3.1.1.5 Hose reel must have a minimum of 100 feet of ¾ inch lightweight hose with field repairable GHT couplings.
- 3.1.1.6 All valves to be full port quarter turn brass ball valves rated at 600 PSI. All plumbing to be stainless steel and rated at 150 PSI minimum.
- 3.1.1.7 Discharge side of the pump shall be plumbed, via high pressure hose to eliminate vibration, to only 100% stainless steel piping. Must contain a preset pressure relief valve and a 160 PSI stainless steel pressure gauge.

#### 4. CONTRACT AWARD:

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by listing the cost of each UVT Fire Suppression Skid Unit. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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



REQUEST FOR QUOTATION  
Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units

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**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 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 45 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at

WV Division of Forestry  
Attention: Tony Evans  
7 Players Club Drive  
Charleston, WV 25311

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

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

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**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. The 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 full credit or a refund for the purchase price, at the Agency's discretion.

**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

REQUEST FOR QUOTATION  
**Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units**

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be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.



**Technology International, Inc.**  
 1331 South International Parkway, Suite 2251,  
 Lake Mary, FL 32746  
 Tel: (407) 359-2373  
 Fax: (407) 359-2372  
 E-mail: [tii@tii-usa.com](mailto:tii@tii-usa.com)  
 Website: [www.tii-usa.com](http://www.tii-usa.com)

## Equipment Proposal

**Description:** Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units

**Document ID:** CRFQ-0305-FOR2400000008-1

**Attention:** Brandon Barr  
 Phone: 304-558-2652  
 Email: [brandon.l.barr@wv.gov](mailto:brandon.l.barr@wv.gov)

**TII Ref:** TII/WV/0224/35312

**Date:** 02/28/2024

Tax ID # 650342335  
 "We are a Small Business"

In response to your quote request for Eight (8) 75 Gallon L-Type UTV Fire Suppression Skid Units, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE
1	8	QTAC 85S – 85 Gallon Tank, 73 GPM 2.1 HP Honda Pump, 75' of 3/4" Hose, Brass Bulls Eye	\$5,883.98
See attached data sheets			
<b>Total.....</b>			<b>\$47,071.84</b>

**Warranty:** Manufacturer’s standard warranty applies.

**Delivery:**

- Estimated delivery is **12 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

**Freight:** Included to Charleston, WV 25311

**Payment Terms:** NET 30

**Prompt Payment discount:** 1/4 % 10 days

**Quote Validity:** 30 days.

**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](mailto:tii@tii-usa.com)

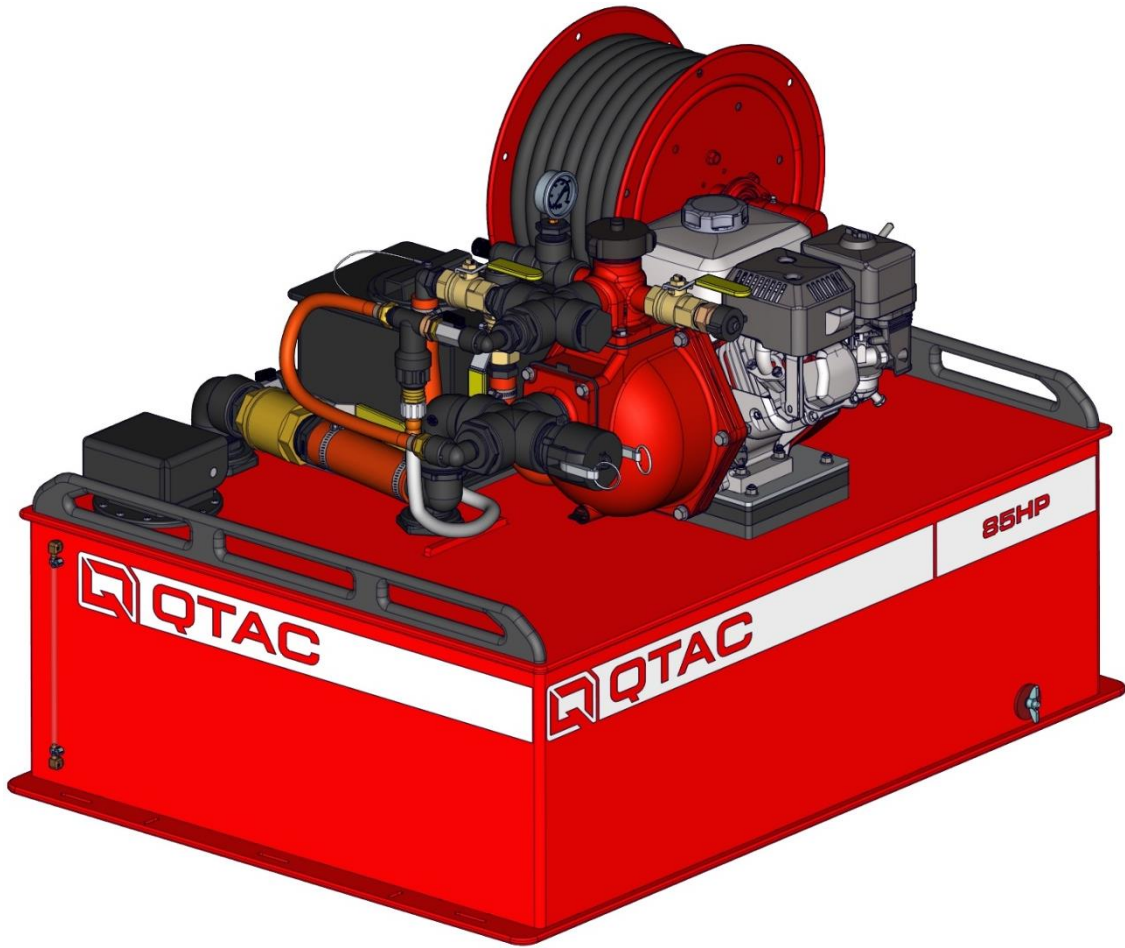
Respectfully submitted,



Rifat Habib  
Business Development Exec.  
Technology International, Inc.



# QTAC



**85S**  
**85HP**  
**125HP**  
**Owner's Manual**

QTAC is a division of MTECH, Inc.



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# GETTING TO KNOW YOUR QTAC

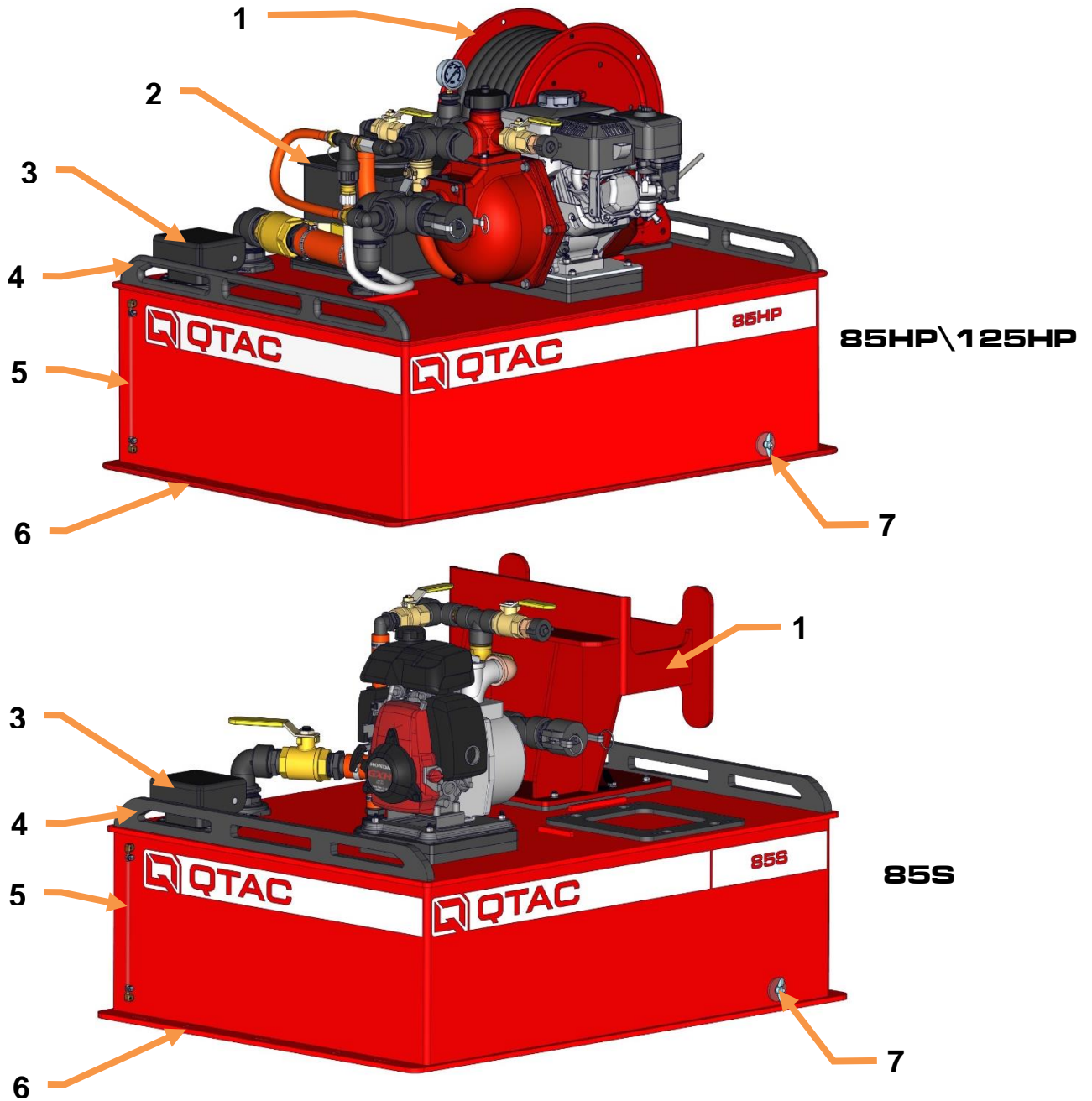


Figure 1 - Tank Components

1	Discharge Hose Rack/Reel	5	Water Tank Site Gauge
2	Foam Cell (Optional)	6	Water Tank Mounting Flange
3	Water Fill Tower	7	Water Tank Drain Port
4	Grab Handle		





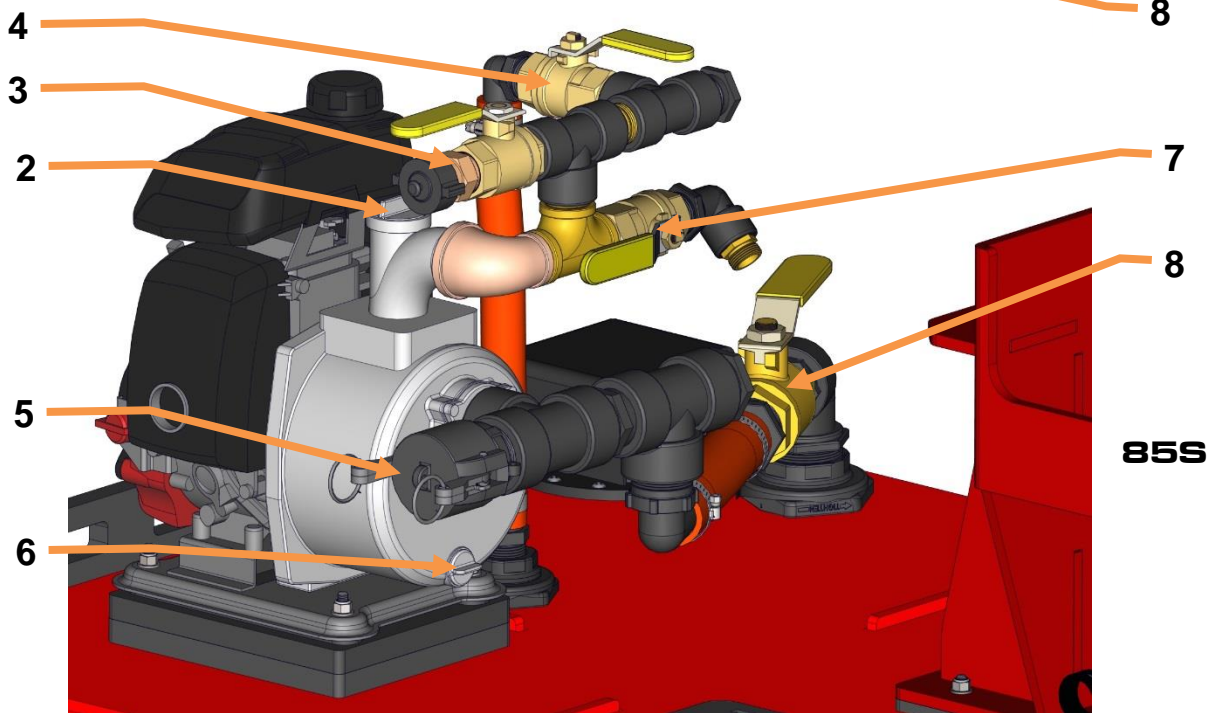
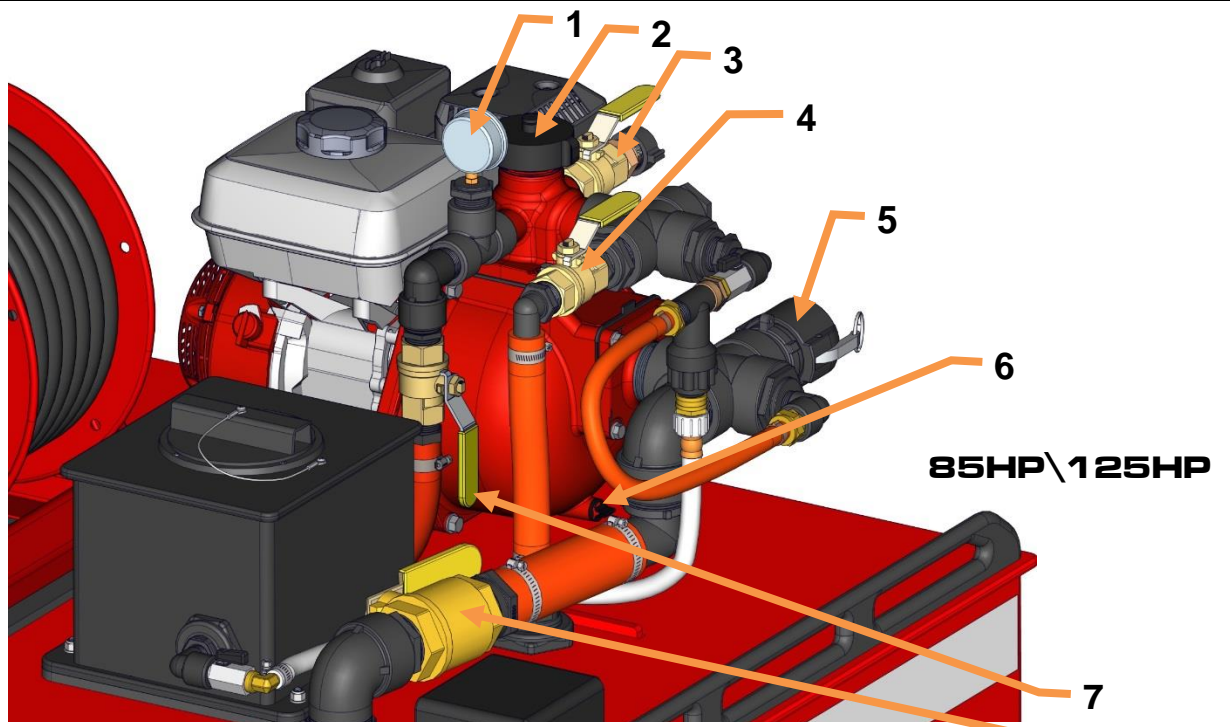


Figure 2 - Pump Components  
 All Valves Shown in the Open Position

1	Pressure Gauge (HP units only)	5	Draft Hose Port
2	Pump Primer Port	6	Pump Drain Port
3	1" NPSH Aux. Discharge Valve	7	1" Pump to Reel Valve
4	1" Pump to Tank Valve	8	Tank to Pump Valve



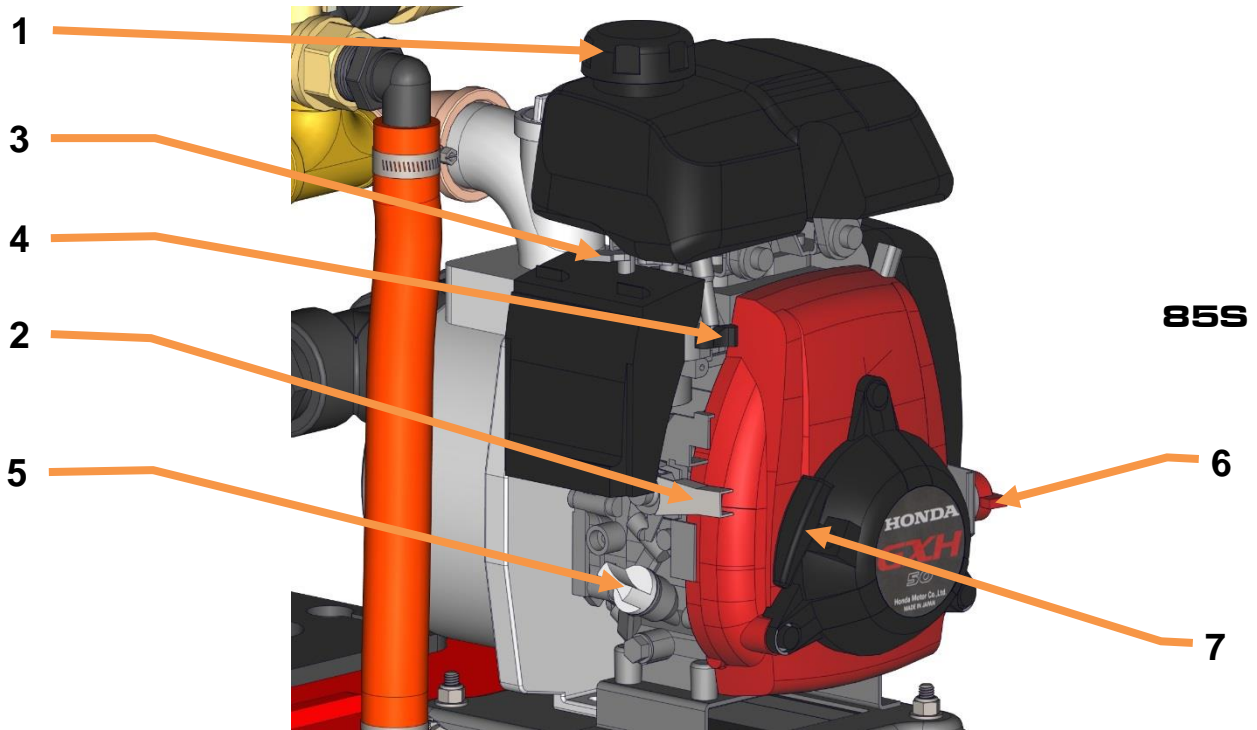
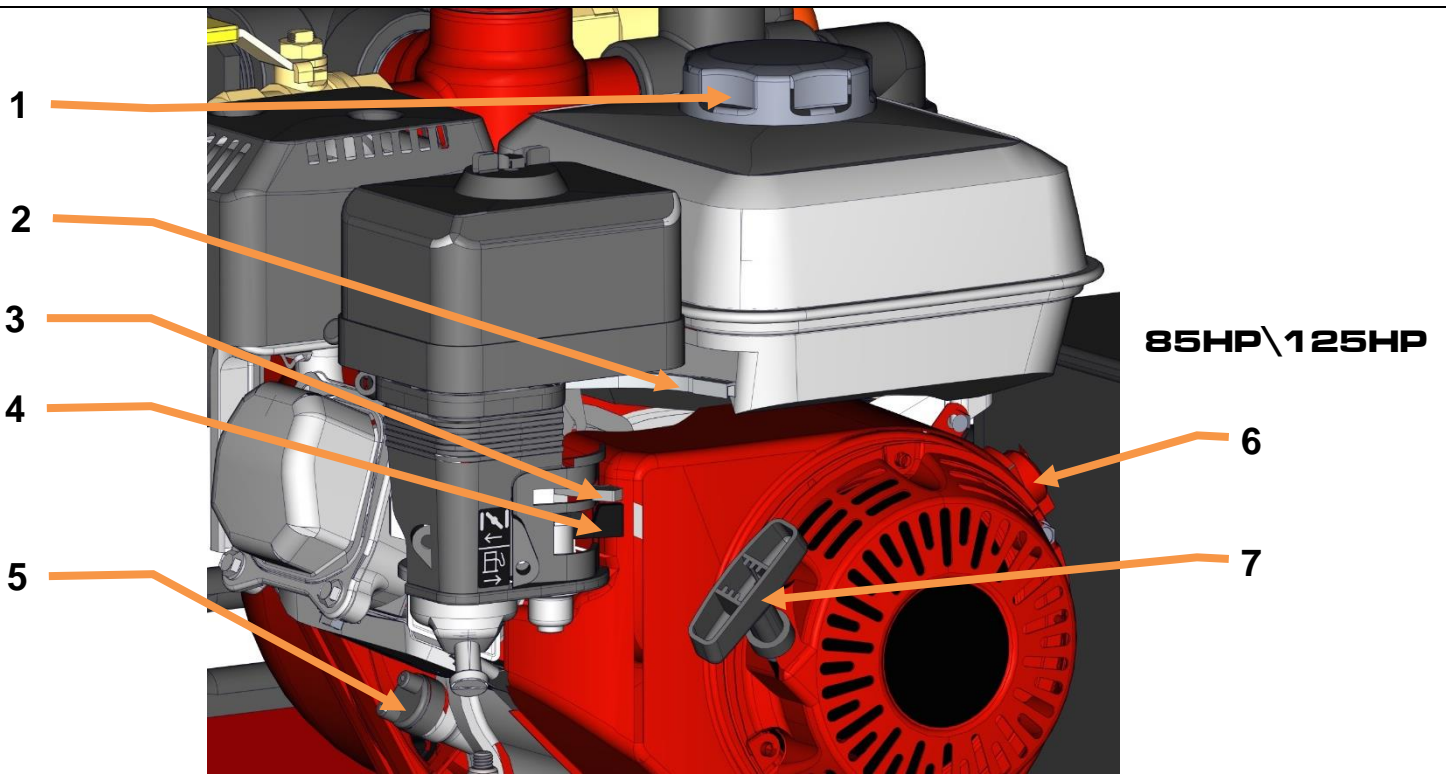


Figure 3 - Pump Engine Components

1	Fuel Fill	5	Oil Fill
2	Engine Throttle	6	Engine Switch
3	Carburetor Choke	7	Pull Starter
4	Fuel Shut-off Valve		



# TRANSPORTING YOUR QTAC

## Gross Vehicle Weight Rating

- Ensure that the gross vehicle weight rating (GVWR) of the QTAC carrying vehicle is sufficient to support your QTAC unit with a full tank of water, plus any equipment, fluids and personnel that you may wish to carry. Alternatively, you can reduce the volume of water in your QTAC to maintain a GVWR under the limit of your vehicle.

## General QTAC Mounting and Fastening

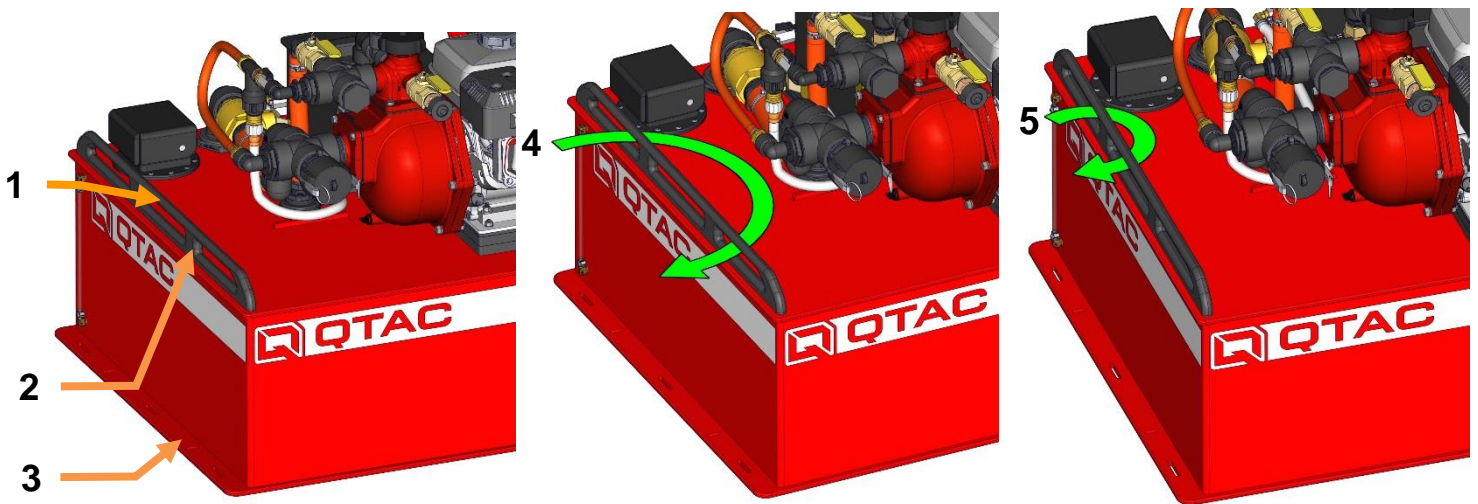


Figure 4 – Mounting Options

Ensure that your QTAC unit is secured to the carrying vehicle. Two main mounting methods are available for your QTAC unit:

1. The preferred method of securing the QTAC to the bed of the vehicle is to mount the QTAC at the flanges (*Figure 4 Item3*), located at the bottom of the water tank on each side. The flanges have been machined to accept a variety of mounting hardware options.



2. If using straps to secure the QTAC to the bed of the vehicle, feeding the strap around two grab rail posts, is preferred. This distributes the downward force over a greater area. (*Figure 4, Item 4*)

Securing the strap around a single grab rail post is acceptable. (*Figure 4, Item 5*)

Securing the strap around the upper grab handle **is not** an approved method to secure the QTAC (*Figure 4 Item1*). This will result in warping of the plastic handle, and will eventually lead to handle failure.

For both mounting methods, ensure that the bottom of the QTAC (including the mounting flanges) abuts a firm, flat surface or rack. Avoid significant leveraging of the mounting flanges.

### **Special Precautions for Carrying a QTAC on Ride-On ATVs or Side-By-Side UTVs**

- Ensure that the area to which you are securing your QTAC is an approved loading area for your ATV or UTV.
- Ensure that the weight of your QTAC does not exceed the maximum recommended weight of the ATV or UTV loading area to which you are securing your QTAC.
- Loading the bed of your ATV or UTV may affect steering response. Therefore, the operator should spend some time operating the vehicle in a safe area (e.g. wide and flat) once the QTAC has been properly secured and loaded to ensure the vehicle operates in a safe manner. If the vehicle does not operate in a safe manner, immediately recheck the GVWR calculations to ensure that the QTAC unit is not overloading your vehicle. If the unsafe operation cannot be corrected, do not carry your QTAC in this fashion.
- When carrying your QTAC unit on the rear rack of an ATV or in the bed of a UTV, avoid steep side slopes. If an uphill must be traversed, it is recommend that you back your ATV or UTV up the uphill to avoid the front wheels lifting on the uphill.



# OPERATING YOUR QTAC

## Before Starting Up Your QTAC

- Always wear appropriate eye, ear, and body protection when operating your QTAC unit.
- Ensure that your QTAC has sufficient water in the water tank prior to operation. The water level can be checked by viewing the water tank site gauge located on the side of the water tank (*Figure 1, Item 5*) If the water tank is low on water, open the water tank fill tower (*Figure 1, Item 3*) and fill the water tank with water.
- Check the pump engine fuel (*Figure 3, Item 1*) and oil levels (*Figure 3, Item 5*) as needed, fill the pump engine with fuel and oil as specified in the engine manual that came with your QTAC. For more information, see the Pump Operation Manual and the Honda Owner's Manual.

## PUMP OPERATION

### Priming the Pump after an Extended Period of Use

The QTAC pumps are a self-priming pump, meaning they do not need to be primed before every use. However, if the pump is being started after not being in use for more than 12 hours, it may be necessary to add water to the primer port (*Figure 2, Item 2*) to ensure proper suction. To do so, simply pour water into the primer port until it is full, secure the cap and start the engine.

### Tank Fill Requirements:

MAX FILL PRESSURE: 100 PSI

MAX FILL RATE: 150 GPM



## Tank Fill Through the Fill Tower

1. Open the fill tower and fill the tank. (*Figure 1, Item 3*)

(For filling the tank by way of draft suction, see page 12)

## Pumping Using the Tank Water Supply

1. Ensure that all valves are in the proper position.
  - a. The tank to pump valve should be open to pull water from the tank.  
(*Figure 2, Item 8*)
  - b. The 1" pump to tank should be cracked open slightly. (*Figure ,2 Item 4*)
  - c. The 1" NPSH Discharge should be fully closed. (*Figure 2, Item 3*)

2. Start the engine (see next page)

3. Water can now be discharged through the reel line.

(To operate the 1" NPSH discharge, see page 13)

**CAUTION! During pumping operations, the operator MUST either a) leave the pump to tank valve open slightly to bypass water through the pump (reference Figure 2, Item 4), or b) leave the nozzle at least partially open at all times. Doing so ensures that there is always water circulating through the pump to keep it from overheating. Closing both the nozzle and the pump to tank line will result in overheating the pump and pump failure.**



## Starting the Engine

1. Ensure that the engine has a sufficient amount of fuel in the gas tank. (*Figure 3, Item 1*)
2. Ensure that the fuel shut-off valve is open. (*Figure 3, Item 4*)
3. Turn the Engine switch to the on position. (*Figure 3, Item 6*)
4. If the Honda engine is cold, apply the choke. (*Figure 3, Item 3*)
5. Pull the hand starter cord until the engine starts. (*Figure 3, Item 7*)
6. Apply throttle (*Figure 3, Item 2*) and decrease the choke until it is no longer needed. The output of the pump is regulated by how much throttle is applied (as well as the shut-off at the nozzle, and the pump to tank return).

## DRAFT PROCEDURES

### Drafting From an Auxiliary Water Source

Your QTAC has the ability to draft water from an auxiliary water source. The operator can either draft in order to fill the tank, or draft straight into the pump and out a discharge line, bypassing the tank.

### Connecting the Draft Hose

Remove the Camlock cap covering the draft hose port. Secure the draft hose Camlock coupling to the draft hose port. (*Figure 2, Item 5*)



## **Drafting to Fill the Water Tank**

1. Close the tank to pump valve. (*Figure 2, Item 8*) Ensure that the pump head is primed, as described on Page 9.
2. Place the brass foot valve connected to the end of the draft hose into the water source. For faster priming submerge and fill the draft hose. Make sure not to place the foot valve in mud or dirt, as it will suck debris into the pump. Always elevate the valve off the bottom of the water source to reduce the chances of debris intake.
3. Connect the draft hose to the draft port.
4. Open the 1" Pump to Tank valve. (*Figure 2, Item 4*)
5. Start the engine (*see Page 11*) and increase the throttle setting until you see water entering the draft hose and being pulled into the pump head.
6. Monitor the water level using the water level sight tube. (*Figure 1, Item 5*)
7. Once the tank is full, decrease the throttle setting and shut off the engine. Return the valves to the positions needed in order to pull water from the tank and continue pumping operations. (*see Page 10*)

## **Pumping While Drafting From an Auxiliary Water Source**

1. Close the tank to pump valve (*Figure 2, Item 8*) Ensure that the pump head is primed, as described on Page 9.
2. Place the brass foot valve connected to the end of the draft hose into the water source. For faster priming submerge and fill the draft hose. Make sure not to place





the foot valve in mud or dirt, as it will suck debris into the pump. Always elevate the valve off the bottom of the water source to reduce the chances of debris intake.

3. Open the hose reel nozzle slightly to ensure that water is allowed to run through the pump after the engine is started.
4. Close the 1" Pump to Tank valve so that water does not enter the tank. (*Figure 2, Item 4*)
5. Start the engine (*see Page 11*) and increase the throttle setting until you see water entering the draft hose and being pulled into the pump head.
6. Use the hose reel discharge nozzle or 1" NPSH discharge line to carry out suppression operations.

### **To Supply Water to the 1" NPSH Discharge**

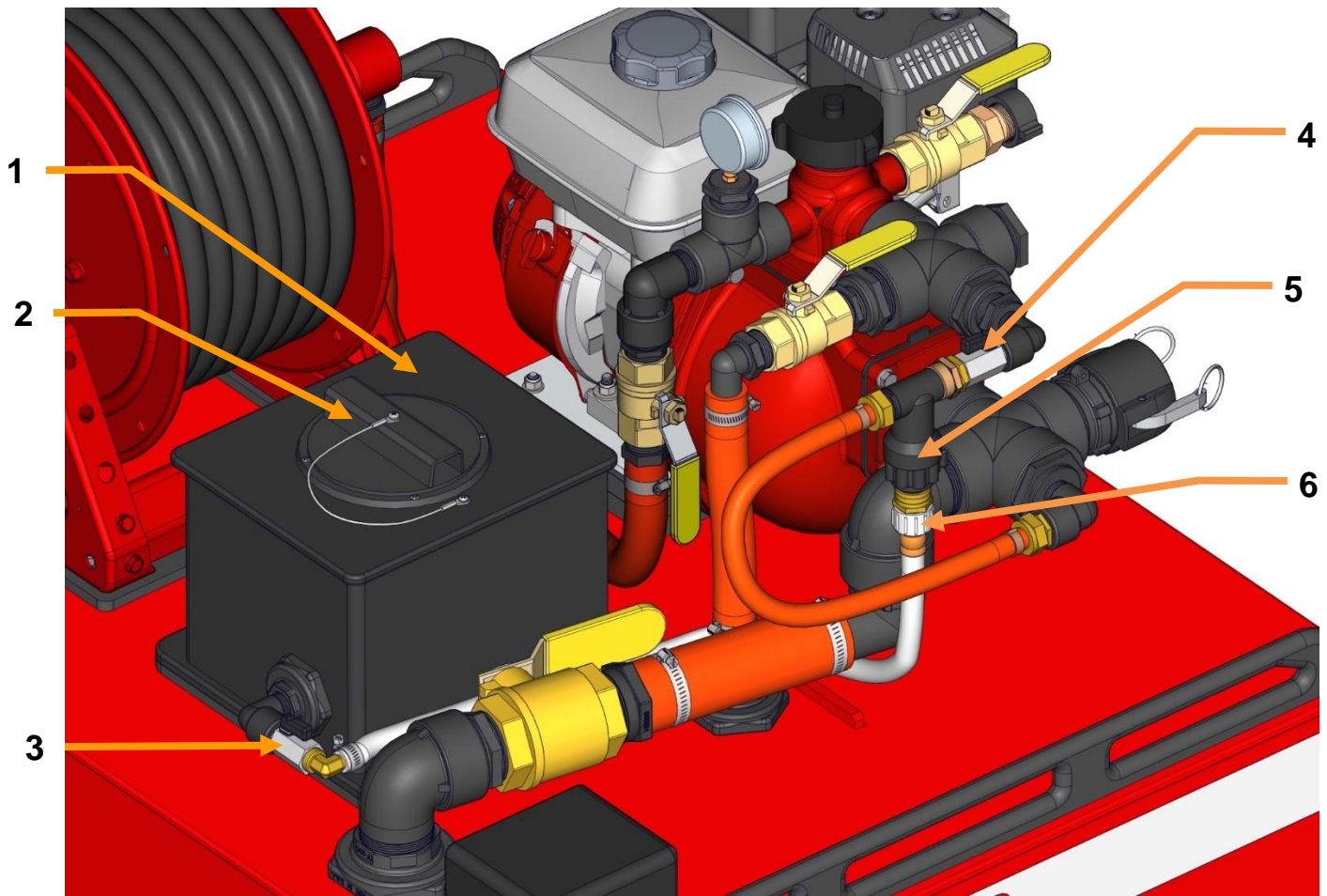
1. Connect your hose fitting to the 1" NPSH discharge outlet.
2. Lay out the hose, open the discharge valve slowly (*Figure 2, Item 3*) to charge the line and supply water to the nozzle.

## **STOPPING YOUR QTAC**

1. If opened, gradually close the shut-off valve at the end of the discharge hose
2. Decrease the throttle on the pump engine to the idle position (*Figure 3, Item 2*).
3. Set the engine switch to the "OFF" position (*Figure 3, Item 6*)



# GETTING TO KNOW YOUR ATP FOAM KIT



*Figure 5 – Typical ATP Foam Plumbing*

1	Foam Cell Tank
2	Vented Lid
3	Foam Supply Valve
4	Proportioner Pressure Valve
5	Foam Proportioner
6	Supply Hose Strainer



# OPERATING YOUR ATP FOAM KIT

## Before Using Your ATP Foam Kit

- Always wear appropriate eye, ear, and body protection when operating your QTAC unit.

## Using Your ATP Foam Kit

1. Install the 15 GPM aerating nozzle on the discharge booster hose.
2. Ensure a proper amount of foam concentrate exists in the foam tank (*Figure 5, Item 1*).
3. Start the engine per the QTAC Owner's Manual.
4. Set the foam proportioner to the desired concentrate percentage (*Figure 5, Item 5*).
5. Once the pumping system has developed pressure, open the hose line valve to allow a slight flow.
6. Close the 1" Pump to Tank Valve to stop the introduction of foam concentrate into the water tank. (*Figure 2, Item 4*) Remember that if this valve is closed, a discharge must be open to prevent pump head overheating.
7. Open the Foam Supply valve (*Figure 5, Item 3*), and the Proportioner Pressure Valve. (*Figure 5, Item 4*)
8. Open the discharge, apply foam as desired.

**NOTE:** It may take several seconds before foam becomes visible at the nozzle.

**NOTE:** If a foaming agent has recently been used in the QTAC, foam may interfere with the pump's ability to develop a prime. If you suspect this may be the case, you may need to repeat the priming sequence several times before the pump is clear of foam and the pump is able to develop suction.



## Stopping Your ATP Foam Kit

1. Close the Foam Supply valve (*Figure 5, Item 3*), and the Proportioner Pressure Valve (*Figure 5, Item 4*)
2. Flush the discharge system as necessary by running clean water until all traces of foam have been removed.

# STORING YOUR QTAC

## General Storage

- Drain the fuel from the pump engine carburetor and fuel tank. See the Honda Owner's Manual for additional details.
- Drain any water from the water tank by opening all the valves, and the water tank drain port (*Figure 1, Item 7*)
- Drain the water from the pump by opening the pump drain port (*Figure 2, Item 6*)  
See the pump Instruction Manual for additional details.

**NOTE:** If your QTAC will be subjected to below freezing temperatures, ensure that all water is drained from the water tank, pumping system, and hoses. Store with all valves in the open position. If you would like to keep water in your QTAC in below freezing temperatures, make sure to add an appropriate amount of RV antifreeze to the water to prevent the formation of ice.

# SPECIAL QTAC OPERATION

## Using More Than Water in Your QTAC

If substances other than plain water have been used in the tank of your QTAC (e.g. foam, pesticides, etc.), always clean and rinse the unit with clean water as soon as you can after these chemicals have been used, until all traces of the chemicals have been removed. Failure to flush the system in this manner can result in premature pump seal



failure, significant corrosion of the pump metal components, and build-up of chemical byproducts in the tank and throughout the pumping system.

**NOTE:** Running substances other than plain water can cause significant foaming to occur in the pumping system – if the pump has been run out of water with a foaming agent in the tank, the pump will likely need to be primed on subsequent water tank refills to remove the foam and to develop proper pressure.

Remove the cap from the pump primer port and fill the pump as needed (*Figure 2, Item 2*) with clean water. Ensure that all the foam has been forced from the pump by continually pouring water into the primer port until all foam has been displaced.

## SERVICING YOUR QTAC

### Cleaning Your QTAC

Your QTAC water tank is best cleaned with plain water. If additional cleaning power is needed, a small amount of dish or car washing soap may be used. Avoid heavy washing of the pump engine and surrounding area. Avoid the use of high pressure spray on the water tank as the decals and rubber components may be damaged.

### Protecting Your QTAC

Your QTAC is built of welded UV-stabilized copolymer polypropylene red plastic. However, like any colored material, extended exposure to direct sunlight can eventually fade the finish of the tank, hoses, hose reel and even the Honda engine. To keep this from happening, cover the QTAC if it is stored outside and in direct sunlight. Also, consider using a UV inhibitor on the plastic and rubber parts after washing the system, such as 303 Aerospace UV Protectant.



## Routine QTAC Maintenance

With the exception of the pump and pump engine, your QTAC requires no special maintenance. For maintenance of the pump and pump engine, see the appropriate manuals.

# TROUBLESHOOTING YOUR QTAC

## The Pump Engine Will Not Start

- Ensure that the engine switch is in the “ON” position.
- Ensure that the engine throttle is open slightly from the idle position.
- Adjust the choke. If the engine is cold, full choke will likely be needed.
- Ensure that fuel exists in the fuel tank, and the shut-off valve is on.
- For further troubleshooting information, see the Honda Owner’s Manual

## The Pump Will Not Build Water Pressure

- Ensure that the pump engine is running and operating at a sufficient speed.
- Ensure that there is sufficient water in the water tank. There should be enough water in the water tank so that the water level is visible in the water tank site gauge (*Figure 1, Item 5*)
- Unless the draft hose kit is in use, ensure that the Tank to Pump valve is open so that the pump is drawing water from the water tank and not from the draft port (*Figure 2, Item 8*).
- Ensure that the pump drain port plug is properly tightened and sealed (*Figure 2, Item 6*).
- Ensure that the pump is properly primed with water. Remove the cap from the pump prime port and fill the pump as needed (*Figure 2, Item 2*). If foaming mixtures have been used in your QTAC recently, ensure that all the foam has been forced from the pump by continually pouring water into the prime port until all the foam has been displaced.



- Check the piping on the suction side of the pump to ensure that no air leaks are present.
- For further troubleshooting information, see the pump Instruction Manual.

### **Water Will Not Discharge From The Discharge Hose**

- Ensure that the pump engine is running and operating at a sufficient speed.
- Ensure that water pressure is available at the discharge hose port. This can be checked by removing the hose connection at the discharge hose port.
- Check for hose kinking in the discharge hose.
- Ensure that the discharge hose shut-off valve is open.
- Ensure that the discharge hose nozzle is open.

### **The Pump Engine Runs Erratically**

- Ensure that the engine has adequate fuel. Low fuel levels and operation over rough and/or sloping terrain can cause the engine to momentarily run out of fuel.
- If the fuel has been stored for any length of time (and it has not been stabilized), drain the fuel system and fill with fresh fuel.
- Proper engine performance is strongly dependent on a clean, lightly oiled air filter. If the air filter is dirty or lacking oil, remove it from the air cleaner assembly, clean with soapy warm water, rinse with fresh water and dry thoroughly. Once dry, lightly saturate the element with clean engine oil and reassemble the air cleaner assembly.



# TECHNICAL SPECIFICATIONS

## 85S

<b>Tank &amp; Body</b>	Fully-welded, top-grade Copolymer Polypropylene MTECH PolyTough™ construction
<b>Delivery Hose</b>	3/4 inch x 50 feet industrial grade rubber (standard)
<b>Delivery Nozzle</b>	Brass ball valve shut-off with fully adjustable brass nozzle
<b>Maximum Tank Capacity</b>	85 US gal (321.8 L)
<b>Pump Type</b>	Koshin SEH-40H self-priming, centrifugal
<b>Engine Type</b>	Honda GXH50 4-stroke, overhead camshaft, single
<b>Tank to Pump</b>	1 1/2" NPT Gated Tank to Pump
<b>Draft Hose Port</b>	1 1/2" Camlock

## 85HP

<b>Tank &amp; Body</b>	Fully-welded, top-grade Copolymer Polypropylene MTECH PolyTough™ construction
<b>Delivery Hose</b>	3/4 inch x 50 feet industrial grade rubber (standard)
<b>Delivery Nozzle</b>	Brass ball valve shut-off with fully adjustable brass nozzle
<b>Maximum Tank Capacity</b>	85 US gal (321.8 L)
<b>Pump Type</b>	Versax-6, centrifugal pump (MAX 120 PSI, 105 GPM)
<b>Engine Type</b>	Honda 4-stroke, overhead camshaft, single cylinder
<b>Tank to Pump</b>	2" NPT Gated Tank to Pump
<b>Draft Hose Port</b>	2" Camlock

## 125HP

<b>Tank &amp; Body</b>	Fully-welded, top-grade Copolymer Polypropylene MTECH PolyTough™ construction
<b>Delivery Hose</b>	3/4 inch x 50 feet industrial grade rubber (standard)
<b>Delivery Nozzle</b>	Brass ball valve shut-off with fully adjustable brass nozzle
<b>Maximum Tank Capacity</b>	125 US gal (473.2 L)
<b>Pump Type</b>	Versax-6, centrifugal pump (MAX 120 PSI, 105 GPM)
<b>Engine Type</b>	Honda 4-stroke, overhead camshaft, single cylinder
<b>Tank to Pump</b>	2" NPT Gated Tank to Pump
<b>Draft Hose Port</b>	2" Camlock





## **ADDITIONAL REFERENCES**

The following references are included with the shipment of your QTAC:

- WATERAX VERSAX-6 Instruction Manual (85HP, 125HP)
- Koshin SEH-40H Instruction Manual (85S)
- Honda Owner's Manual

We recommend that you read these manuals along with this QTAC Owner's Manual – the WATERAX VERSAX-6 or Koshin SEH-40H and Honda manuals provide additional detail for the pump and pump engine, respectively.



# WARRANTY

**GENERAL PROVISIONS** - The warranty described below is provided by MTECH, Inc. (hereinafter “MTECH”) to the original purchaser (hereinafter “Purchaser”) of new QTAC fire suppression products (hereinafter “Product”) purchased from MTECH. Under this warranty, MTECH will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Purchaser shall provide MTECH with prompt written notice of the defect and allow reasonable time for replacement or repair. Warranty services must be performed by MTECH, or an MTECH designee, which will use only new or remanufactured parts or components furnished by MTECH. Purchaser will be responsible for any service call and/or transportation of Product to and from MTECH, or MTECH’s designee, for any premium charged for overtime labor requested by Purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below.

**WHAT IS WARRANTED** - All parts of any Product are warranted for a period of 12 months, with the warranty term beginning on the date Product is delivered to Purchaser. Note that some components may carry a manufacturer’s warranty – see the appropriate component documentation for details. Warranty statements required by law covering engine emission-related parts and components are found in the documentation delivered with the Product.

## **WHAT IS NOT WARRANTED – MTECH IS NOT RESPONSIBLE FOR THE**

**FOLLOWING:** (1) Used Products, (2) Any Product that has been altered or modified in ways not approved by MTECH, (3) Any Product that is used in conjunction with non-QTAC approved devices or equipment to perform tasks, (4) Any Product that is mounted or secured in ways not approved by MTECH, (5) The vehicle or device used to transport or house the Product, (6) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident, (7) Normal maintenance parts, lubricants, and service, (8) Exposure of Product to non-approved contents and



environments, including, but not limited to, fuel, chemical agents, industrial effluents, and extreme temperatures.

**SECURING WARRANTY SERVICE** – To secure warranty service, Purchaser must (1) Report Product defect to MTECH and request repair within the applicable warranty term, (2) Present evidence of the warranty start date, and (3) Make Product available to MTECH within a reasonable period of time as agreed upon with MTECH.

**LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES** – To the extent permitted by law, neither MTECH nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of Product covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH IN THIS SECTION. PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE PRODUCT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL MTECH OR ANY COMPANY AFFILIATED WITH MTECH BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

