

InWater Technologies A-1580 Willow Street Campbell River, B.C. Canada V9W 3M7 Main: 250-850-0022

www.inwatertech.com

February 21, 2020

West Virginia Division of Natural Resources Property and Procurement Office 324 4th Avenue South Charleston, WV 25303

BUYER: Jon Castleberry

SOLICITATION NUMBER: ARFQ DNR2000000017 BID CLOSING DATE: Tuesday, FEBRUARY 25, 2020

BIDCLOSING TIME: 1:30 p.m. EST FAX NUMBER: 304-558-2165

Bid cover letter

To whom it may concern,

Thank you for the opportunity to submit a bid for this solicitation. Please find included in this submission the following documents:

- Signed bid document
- Technical proposal
- Cost proposal
- Addendum acknowledgment form
- · Vaki brochures for Grader, Counter, 6" pump

Sincerely,

Stephanie King (

Proposal for ARFQ DNR200000017

Technical proposal

About InWater Technologies

InWater Technologies is based on Vancouver Island, Canada and combines over 20 years of experience in the aquaculture industry. We manufacture and distribute equipment for land-based aquaculture facilities internationally. As the sole distributor for Vaki in North America, we supply Vaki fish handling systems as well as provide field support, commissioning and training on Vaki's range of fish counters, graders and pumps.

We are a small business with 5 employees (3 of whom are women), and we are 50% women-owned.

General requirements

1. Fish Grader

VAKI fish grader has been designed for the high-speed grading of large numbers of live fish. The size range for salmonids and equivalent is 0.2 g up to 200 g and the capacity is up to 6.000 kg/hour. The grader is circular and requires less floor space than other grading machines.

Relevant specifications for the Vaki 96 cm grader (for full specs see brochure attached):

- The grader is built in high grade stainless steel 316L and selected plastic materials that are corrosion and water resistant (3.1.1.1)
- The sort size is 0.2 to 100 grams (3.1.1.2)
- There are up to 4 sort sizes (3.1.1.3)
- Grading capacity is 1000 kg/hour (3.1.1.4)
- There are 10 grading speeds (3.1.1.5)
- The grader is on wheels (3.1.1.6)
- Available with 120V 60hz electrical power with a minimum 20-foot, grounded power cord (3.1.1.6)

2. Fish counting system

The Vaki counters are revolutionary fish counters designed to count smolts, fish fry and juveniles from 0.05g. This range of counters is based on a scanning camera and computer vision. The fish are carried gently in water through the scanning area where the outlines are recorded. Custom software is used to analyse and count each image. Even at maximum capacity the counter is extremely accurate—over 99%. The counters can be supplied as multi channel versions to count directly from a grading machine. The inlet and outlet can be custom-built for special requirements.

Relevant specifications for the 3-channel Vaki Micro counter (for full specs see brochure attached):



Proposal for ARFQ DNR200000017

- The counter is built in high grade stainless steel 316L and selected plastic materials that are corrosion and water resistant (3.1.2.1)
- The counter is fully compatible with the grader (3.1.2.2)
- The counter can accommodate all the sorting sizes from the grader (3.1.2.3)
- Can count fish sizes from 0.2g to 200g (3.1.2.4)
- The Micro counter can accommodate up to 3 channels (3.1.2.5)
- Three 10-yard flexible pipes suitable for fish handling will be included (3.1.2.6)
- The grader is on wheels (3.1.2.7)
- Available with 120V 60hz electrical power with a minimum 20-foot, grounded power cord (3.1.2.7)

3. Fish pumping system

The G" Heathro Fish Pump is a safe, gentle, fast way to transfer fish. Equipped with a rugged industrial priming pump it is an easy to operate, mobile impeller pump made from fiberglass and aluminum.

Relevant specifications for the 6" Vaki Heathro pump (for full specs see brochure attached):

- Fish pump is constructed from corrosion resistant aluminum and fiberglass (3.1.3.1)
- Fully compatible with fish grader and counter (3.1.3.2)
- Has 6" inlet and outlets (3.1.3.4)
- Capable of pumping up to 10 tons of fish per hour (3.1.3.5)
- Can pump fish sizes from 0.2g to 400g (3.1.3.6)
- Two 10-yard flexible pipes will be included (3.1.3.7)
- The counter is on wheels and can be easily moved (3.1.2.8)

Exceptions and clarifications:

- With respect to 3.1.3.3., the pump is not direct drive and is belt driven. While Vaki pumps require very little maintenance there will be minor, occasional maintenance required.
- (3.1.3.7) The pump, grader and counter do not have cam-locks but will suitable connections for the hose will be provided.
- (3.1.2.8) The pump's power requirements are 220V, 50Hz, 3 phase.



Proposal for ARFQ DNR200000017

Cost proposal

1. Fish Grader

| | Oto | Price each (each) | Extended price (USD) |
|---|---|-------------------|-------------------------|
| Grader 96cm diameter | 1 | \$33,603.91 | \$33,603.91 |
| Crating cost for 96 grader | 1 | \$510.53 | \$510.53 |
| Shipping | 1 | \$3,500.00 | \$3,500.00 |
| Замашинын жийших күййшигү г ^{үүчү} чин түү жигү чүччү күй мунут такуу күйүнү күнү күйшигү күнү күй күй күй күй күй | terriore manuscome e reseaución de la constantina de la constantina de la constantina de la constantina de la c | Subtotal: | 537 614 44 USD |

2. Fish Counter

| | om þri | ce each (each) | Extended price (USD) |
|---|--|---|----------------------|
| Micro Counter, three-channel | 1. | \$48,625.75 | \$48,625.75 |
| 1 year Customer Care Package (value: \$3354.89 USD) | 1 | | ra. |
| Counter - UPS power pack 650 VA, 110V | 1 | \$1,936.64 | \$1,936.64 |
| Counter - Crating cost for Micro | 1 | \$819.09 | \$819.09 |
| Flexible translucent pipe (3x 10 yard section) | 30 | \$27.72 | \$831.67 |
| Fittings | | CONTRACTOR OF THE PROPERTY OF | \$1,800.00 |
| Shipping | 1 | \$3,500.00 | \$3,500.00 |
| - 1 на в - 1 на в - 1 на в на 1 на 1 на 1 на 1 на 1 на 1 на | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | Subtotal: | \$57,513.15 USC |

3. Fish Pump

| | Qtn - I | rice each (each) | Extended price (USD) |
|--|---------|------------------|-------------------------|
| Vaki 500 50001-4 - Electric pump 6" - 50Hz, 3 phase | 1 | \$30,353.37 | \$30,353.37 |
| Vaki Pump - Crating cost for pump 6" Dim: 86x188x132 cm, 318 kg | 1 | \$501.55 | \$501.55 |
| Shipping | 1 | \$6,400.00 | \$6,400.00 |
| | | Subtotal: | \$37,254,92 USD |

Total: \$132,382.51





State of West Virginia Request For Quotation Agricultural

Procurement Folder: 625566

Document Description: Bowden Hatchery Fish Grading, Counting & Pumping System

Procurement Type : Agency Purchase Order

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|---|--|---|-------------------------------------|--|---------------------------------------|--|---|--|
| 1 | Date issued | Solicitation Closes | | Solid | itation No | Version | Phase | |
| | 2020-01-22 | 2020-02-25 | ARFQ | 0310 | DNR200000017 | 1 | Final | |
| - | | 13:30:00 | | | | | | |

| SUBMIT RESPONSES TO: BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON US | W | 25303-1228 | Vendor Name, Address and Telephone InWater Technologies A-1580 Willow Street Campbell River, B.C. Canada V9W 3M7 |
|---|---|------------|--|
|---|---|------------|--|

FOR INFORMATION CONTACT THE

James H Adkins (304) 558-3397

jamie.h.adkins@wv.gov

Signature X

FEIN#

Feb. 19, 2020

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

Date Printed : Jan 22, 2020 Soligitation Number : DNR200000017

Page: 1

FORM ID: WV-PRC-ARFQ-001

To: Jon Castleberry Page 7 of 45 2020-02-24 22:37:36 (GMT) 16044932262 From: stephanie king

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section, Fish Hatchery Program, to establish a contract for the one time purchase of a fish grading, counting and pumping system for Bowden Hatchery located in Bowden WV.

| ENVOICE-TO: | | SHIPFO | 4, 15 \$2, 35 dd |
|---|---------|---|------------------|
| DIVISION OF NATURAL RESOURCE WILDLIFE RESOURCES SECTION I CENTER PO BOX 67 | | DIVISION OF NATURAL RESOUR BOWDEN HATCHERY RT 1, BOX 80 | CES |
| ELKINS | WV26241 | ELKINS | WV 26241 |
| us | | us | |

| Line | Commodity Line Description | Qty | Unit issue | Unit Price | Total Price |
|------|-----------------------------------|---------|------------|------------|-------------|
| 1 | Fishing and aquaculture equipment | 1.00000 | l.s | | |

| Commodity Code | Manufacturer | Model # | Specification | |
|----------------|--------------|---------|---------------|--|
| 21110000 | | | | |
| 1 | | | | |

Extended Description

3.1 Fish grading, counting & pumping system per attached specifications.

| | # E / L | | |
|--|---------|--|--|
| | | | |
| | | | |

Line Event Date
1 Technical Question Deadline at 9:00 2020-02-13
a.m. EST

To: Jon Castleberry Page 8 of 45 2020-02-24 22:37:36 (GMT) 16044932262 From: stephanie king

| The second of the second and the second of t | Document Phase | Document Description | Page 3 |
|--|----------------|--|--------|
| DNR 2000000017 | Final | Bowden Hatchery Fish Grading, Counting & | of 3 |
| | | Pumping System | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS & AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

- 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 a Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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 NON-MANDATORY pre-bid meeting will be held at the following place and time:

 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 (5) 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 Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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 e-mails should have solicitation number in the subject line.

Ouestion Submission Deadline: Thursday, FEBRUARY 13, 2020 @ 9:00 a.m. EST

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Jon Castleberry
South Charleston, WV 25303

Fax: (304) 558-2165

Email: Jon.M.Castleberry@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimite.

The bid delivery address is:

West Virginia Division of Natural Resources Property and Procurement Office 324 4th Avenue South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: Jon Castleberry

SOLICITATION NUMBER: ARFQ DNR200000017
BID CLOSING DATE: Tuesday, FEBRUARY 25, 2020

BIDCLOSING TIME: 1:30 p.m. EST

FAX NUMBER: 304-558-2165

The Property and Procurement Office 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. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

| For Agency Request for Proposal (| "ARFP") Respe | onses Only: 1 | n the event | that Vendor is |
|---|-----------------|------------------|---------------|-----------------|
| responding to a request for proposal, | the Vendor sha | Il submit one | original tech | mical and one |
| original cost proposal plus | convenience | copies of ea | ach to the | Property and |
| Procurement Office at the address sho | iwn above. Add | itionally, the ' | Vendor shou | ld identify the |
| bid type as either a technical or cost | proposal on the | face of each | bid envelop | e submitted in |
| response to a request for proposal as fol | llows: | | | |
| BID TYPE: | | | | |
| Technical | | | | |

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 Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: Tuesday, FEBRUARY 25, 2020 at 1:30 p.m. EST

Bid Opening Location: West Virginia Division of Natural Resources Property and Procurement Office 324 4th Avenue South Charleston, WV 25303

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office 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 should 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: 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 the 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. A request form to help facilitate the request can be found at thus://www.state.wv.us/admin/purchase/vte/Venpref/pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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 Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 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. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer 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 Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.
- DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. 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.

AGENCY TERMS & CONDITIONS

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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.
 - a. "Agency" means the West Virginia Division of Natural Resources.
 - b. "Bid" or "Proposal" means a vendor's submitted response to a solicitation.
 - c. "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.
 - d. "Chief Procurement Officer" means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
 - e. "Property and Procurement Office" means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
 - f. "Director of the Purchasing Division" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - g. "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
 - h. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
 - i. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - j. "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.

Other: See attached.

- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.
- 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: Lerm Contract Initial Contract Term: This Contract becomes effective on_____ Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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. 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 month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions, 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, Property and Procurement Office 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 (1) 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 maintenance, monitoring, or warranty services will be provided for ______ year(s) thereafter. 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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon

| receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. |
|--|
| 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 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, Property and Procurement Office and Attorney General's office. |
| 6. EMERGENCY PURCHASES: The Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract. |
| 7.REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below. |
| BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. |
| PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award. |
| LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award. |

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|--|
| Cyber Liability Insurance in an amount of: |
| Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. |
| Other |
| Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency. |
| 9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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 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 |
| |

- 11. 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.
- 12. 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.
- 13. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 14. 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 or through the state designated credit cards.)
- 15. 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.
- 16. 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 or included in the unit price or lump sum bid amount that Vendor is required by the

Revised 6/4/19

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.

- 17. 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 I of the fiscal year for which funding has not been appropriated or otherwise made available.
- 18. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.
- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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.
- **22. 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.
- 23. 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 Property and Procurement Office 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 Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. 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.

- 25. 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 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.
- 26. 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 Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 27. 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.
- **28. 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.
- 29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer 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 the provision must occur prior to performance of any work under the contract by the subcontractor.

- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not fimited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: 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 to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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 bereunder. 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.
- 40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

| 1 |] Such | reports | as the | Agency | may | request | Requested | reports | may | include, | but are | not | limited | to, |
|----|----------|-----------|---------|---------|--------|-----------|---------------|----------|-------|-----------|----------|------|---------|-----|
| Q1 | uantitid | es purch: | ased, a | gencies | utiliz | ing the c | ontract, tota | d contra | ct ex | penditure | s by age | ency | , etc. | |

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.
- 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. 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
 - d. 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 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward 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.

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.

| Stephanie King, CEO |
|---------------------------------|
| Name, Title) |
| Ph 1 + 1 X 2 |
| Printed Name and Title) |
| A-1580 Willow Street Address) |
| • |
| 250-734-3569 |
| Phone Number) / (Fax Number) |
| stephanie, king@inwatertech.com |
| email address) |

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

| InWater Technologies | |
|-------------------------------|--|
| (Company) | |
| 11 N | hanle King, CEO |
| (Authorized Signature) (Ropre | sentative Name, Title) |
| Stephanie King, CEO | |
| (Printed Name and Title of A | thorized Representative) |
| Feb. 20, 2020 | |
| (Date) | THE ADMINISTRATION OF THE PROPERTY OF THE PROP |
| 250-734-3569 | |
| (Phone Number) (Fax Numbe | r) |

Fish Grading, Counting and Pumping System for Bowden Hatchery

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Division of Natural Resources is soliciting bids
 to establish a contract for the one-time purchase of a mobile fish grading, counting and pumping
 system for Bowden Hatchery in Elkins WV.
- 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 a mobile fish grading and counting system as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages 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 West Virginia Division of Natural Resources.

3. GENERAL REQUIREMENTS:

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

3.1.1 Fish Grader

- 3.1.1.1 Fish grader must be constructed from corrosion resistant aluminum or stainless steel.
- 3.1.1.2 Must have the ability to sort fish from the size of 1.0 gram to 100 grams. Ability to sort smaller than 1.0 gram and/or larger than 100 grams is acceptable.
- 3.1.1.3 Must have a minimum of three (3) sorting sizes.
- 3.1.1.4 Hourly grading capacity per hour must be one (1) ton minimum.
- **3.1.1.5** Must have a minimum of two (2) grading speeds or a variable speed dial range.

Fish Grading, Counting and Pumping System for Bowden Hatchery

3.1.1.6 Must be a mobile unit and operate on 120V 60hz electrical power with a minimum 20-foot, grounded power cord.

3.1.2 Fish Counting System

- 3.1.2.1 Fish Counting System must be constructed from corrosion resistant aluminum or stainless steel.
- **3.1.2.2** Must be fully compatible with Fish Grader (*Item 3.1.1*).
- 3.1.2.3 Must have the same amount of separate fish counters to accommodate all sorting sizes (Item # 3.1.1.3) produced by Fish Grader.
- 3.1.2.4 Fish counters must have the ability to count fish from the size of 1.0 gram to 100 grams. Ability to count smaller than 1.0 gram and/or larger than 100 grams is acceptable.
- 3.1.2.5 Fish counter must have a minimum of three (3) counting channels.
- 3.1.2.6 Must include three (3) flexible translucent pipes a minimum of ten (10) yards in length. Pipes must be smooth inside with cam lock ends compatible with fish grader (Item 3.1.1) connections.
- 3.1.2.7 Must be a mobile unit and operate on 120V 60bz electrical power with a minimum 20-foot, grounded power cord.

3.1.3 Fish Pumping System

- 3.1.3.1 Fish Pumping System must be constructed from corrosion resistant aluminum or stainless steel.
- 3.1.3.2 Must be fully compatible with Fish Grader (Item 3.1.1) and Fish Counter (Item 3.1.2).
- 3.1.3.3 Must have direct drive system without belt and maintenance free.
- 3.1.3.4 Must have a minimum of six (6) inch inlet and outlet.
- 3.1.3.5 Must be capable of pumping up to ten (10) tons of fish per hour.

Fish Grading, Counting and Pumping System for Bowden Hatchery

- 3.1.3.6 Must have the ability to pump fish from the size of 1.0 gram to 100 grams. Ability to pump smaller than 1.0 gram and/or targer than 100 grams is acceptable.
- **3.1.3.7** Must include minimum of two (2) flexible translucent pipes a minimum of ten (10) yards in length. Pipes must be smooth inside with cam lock ends compatible with fish grader (*Item 3.1.1*) and fish counter (*Item 3.1.2*) connections.
- **3.1.3.8** Must be a mobile unit and operate on 120V 60hz electrical power with a minimum 20-foot, grounded power cord.

4. CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide the West Virginia Division of Natural Resources with a purchase price for the Contract Item. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.
- 4.2 Pricing Page: Vendor should complete the Pricing Page completing the unit cost and extended cost columns. 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.

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 deliver the Contract Item within 120 calendar days after receiving a purchase order. Contract Items must be delivered to Bowden Hatchery, 86 Fish Hatchery Lane, Elkins WV 2624. See pricing page for more detailed directions with contact information.
- 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

Fish Grading, Counting and Pumping System for Bowden Hatchery

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 Section seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the West Virginia Division of Natural Resources' Chief Procurement Officer.

- **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. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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 berein.
 - 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.

Fish Grading, Counting and Pumping System for Bowden Hatchery

- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

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 addendu | n received) |
| I further understand that any verbal re discussion held between Vendor's re | Addendum No. 6 Addendum No. 8 Addendum No. 9 Addendum No. 10 e receipt of addenda may be cause for rejection of this bid. epresentation made or assumed to be made during any oral presentatives and any state personnel is not binding. Only d added to the specifications by an official addendum is |
| Company | |
| Sha | |
| Authorized Signature | |
| Feb. 20, 2020 | |
| Date | |
| | |

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

EXHIBIT A - PRICING PAGE

West Virginia Division of Natural Resources - Wildlife Resources Section

Bowden Hatchery Fish Grading, Counting, & Pumping System

| Item No. | Description | Quantity | Unit Price | Extended Price | | |
|-------------|---|----------|--------------|----------------|--|--|
| 3.1 | Fish Grading, Counting, & Pumping System | 1 | \$132,382.51 | \$132,382.51 | | |
| | | TOTAL LI | JMP SUM BID: | \$132,382.51 | | |

February 20, 2020

Authorized Signature/Date

Total Lump Sum Bid must include delivery to hatchery location:

Bowden State Fish Hatchery Old Rte. 33 Bowden, W.V. 26241

Directions to Hatchery: From Harman, W.V. – take 22 West. Once off of mountain you will pass the Bowden Post Office on your right. Take the next road on right, it is marked "Bowden Fish Hatchery". Road is before you get to the four lane. Hatchery is on left approximately 1 mile.

LAT: 38.910856; LONG: -79.715334

Bowden State Fish Hatchery Contact:

Frank Williams, Hatchery Manager Frank E. Williams@wv.gov (304) 637-0238

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

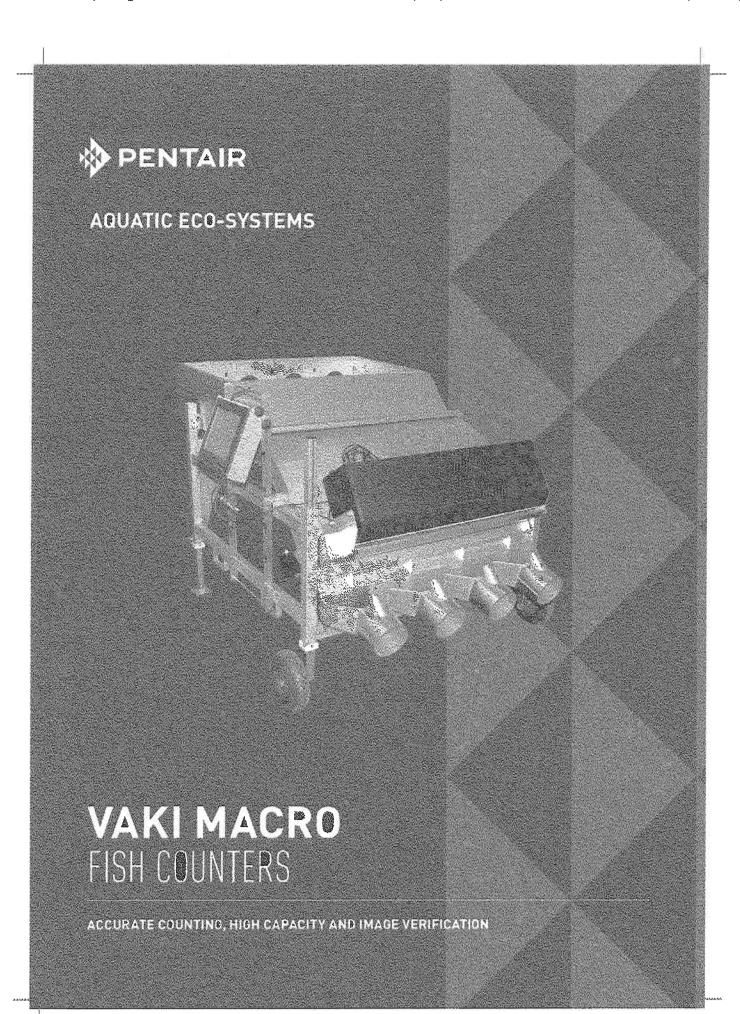
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

| Vendor'sName: | |
|--|---|
| Authorized Signature: | pste; |
| State of | |
| County of to-wit: | |
| Taken, subscribed, and sworn to before me this day | \prime of $_{_{_{Nonequality in the season of the construction of $ |
| My Commission expires | , 20 |
| AFFIX SEAL HERE | NOTARY PUBLIC |



VAKI MACRO FISH COUNTERS

HIGH SPEED COUNTING OF FRY AND SMOLTS

The Means Landy ergo conductionary as his muntimes the post of the count are standard to his his his arms.

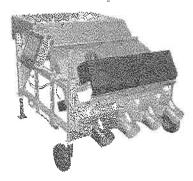
is target of counters in blood on a scalar by specific and, adopted to an The help are earlied only a scalar through the scalar on a several education and counters of makes. Even at maximum stage of the counter is extremely countered by

The counter's contraction advantage characteristic bearing various to count directly from a gradient much ra-The man and outlet can be consistent with incorporations with more than

FAST AND ACCURATE

VAKI MACRO EXEL

The Macro EXEL Counter is the newest and biggest fish. counter in the Macro Range. It has a 120cm wide counting area and has 25% higher capacity, wireless Internet. tagging system and a faster camera connection. The Macro-Exet can be delivered both as single or 4 channel.



VAKI MICRO

The Micro is ideal for the infornat handling of smaller field ar debyoring try. The Micro is exceptionally good for hatcheries. counting small (ich between 0.2g and 200g. The counting area is \$6 cm wide with a capacity of \$60,000 tig tisti per hote The Micro can be detivered both as single or 3 channel.



VAKI MACRO

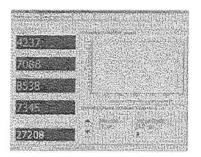
The Macro is especially effective when delivering large amount of their for transport. The Macro has a 100 cm wide counting area and has a capacity of 200,000 smotts on I malien ig fry per heur. With a range from 0.2g-400g. the Macro is ideal for accorate and fact delivery of fry and smolts. The Macro can be delivered both as single or A channel.



VAKI MANO

The Nano counter is designed for counting small batches and smaller fish. The Nano is not commonly used with a fish pump but when hand notting or bucketing lish intothe counter. The Nano can count has down to 6,05g.





THE COMPUTER PROGRAM

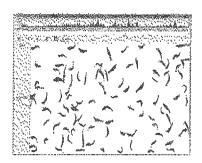
The louch pad occaen on the counter head is used to operate the counter. The main screen of the program displays numbers, average weight and through out. A graph shows the rate of lish going through the counter and the maximum capacity. Should the counter be everloaded a worning signal is given.

After each abunt an image his and a report the are saved. Files can be displayed an screen and transferred to a flash drive or internal network.

RECORDING OF IMAGES

The images of the 9th are automotically recorded and can be used to validate and chack the accuracy of the count. The image file can be given to a customer and/er stored as a permanent record.

The redichart indicates the numbers of tiph counted derived the entire count and is used to solect a time frame for further analyses. The screen displays images of fich passing the camera for each one second interval. Accordicy can be verified by a manual check of the number of fish images to the count shown on the screen.



Tor Over 16329

COUNTING REPORT

The counting report is produced after each count with the total number. of fish counted, number in each group, total counting time, average trainfrom and any counter evertood time. The counting throughput graph is shown on the report and the name of site, tank, company logo, comments and other information can be included.

With the optional size measurement function the average weight and size distribution is also included. A hard copy of the report can be printed. or stored algotronically.

MACRO APP IOPTIONALI

Among other features the Mesco Applications the user to control the counter complety, view the results and email the count reports from a smart phone or tablet

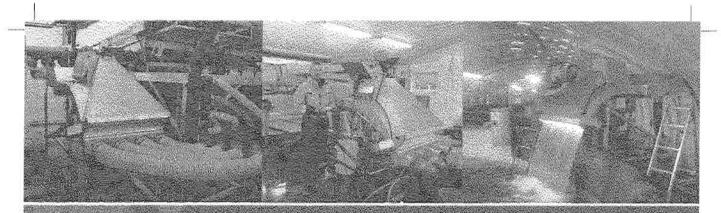


SMART FLOW

With the VAKI Smart Flow an counting tres are automatically saved, for instent oni-ne access

ONLINE SERVICE CONTRACT

Office Service Central Bibliotics (Service Service Service Plants of Francisco Service Service



ADVANTAGES

- 45.20

- Country report
- Street, includes
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OPTIONS

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SPECIFICATIONS

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Emersions Mane 12x59x67 mill x 6xH Marc 15x67x15 mill x WxH March 75x15x11 mill x WxH

Macro Disc. 1923 (1931) Daw Coll.

Personal Color (N/2001)

Fig. sec. (1) Spiritum Truit Spiritum Spiritum Had Lat Terlet. Cod Tide at Shrimp: Barrian and King Fish bod Gore

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ianusz Wicikowski, Mainstream Canada

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David Gatto, Migrato Smolt Ltd. Production Manager

The equipment has very good supportly and is accidate in all phases of production when this dised property. Socion land distribution laws now pSec nece

Mediatevi, in how game contract from assume pombe six it VAN scopments.

Kjelil Rarteelt, Ordtsleiar, Osland

PENTAIR

AGUATIC ECO-SYSTEMS

Pentair Aquatic Eco-Systemo/VAKI

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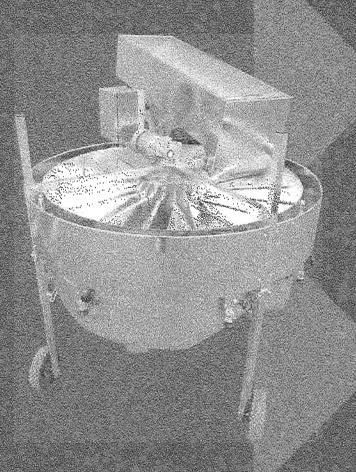
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AQUATIC ECO-SYSTEMS



VAKI FISH GRADER

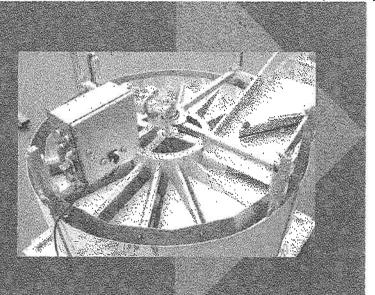
HIGH SPEED, ACCURATE GRADING AND COMPACT

THE VAKI FISH GRADER

HIGH SPEED GRADER

VAK: fish grader has been designed for the high speed grading of large numbers of tive fish. The size range for satingn as and equivalent is 0.2 grup to 200 grave the capacity is up to 8 000 kg/hour.

The grader is sireular and requires less floor space than other grading machines



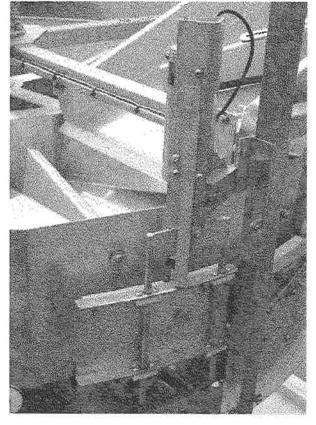
HOW IT WORKS

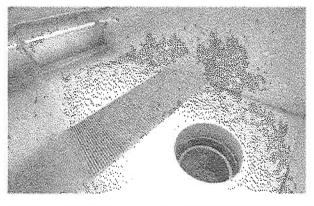
The grader carcusef has sixteen boxes that rotate within the grader. As each box passes over an outlet the opening in the bottom of the box is automatically increased to a presciected size. The grading gaps can be set from fully closed up to 50 mm wide. The length of the box limits the maximum size of fish which can be serted.

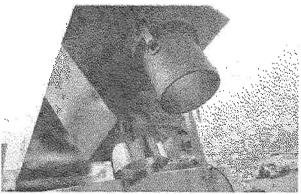
The fish are graded by thickness. The standard grader has 4 outlets and a single fish injet. Fish can be pumped or netted into the grader. The injet can be angled to increase or slow down the fish flow into the grader and the injet has an integrated de-watering box. There is a 360° adjustment in the direction of the outlets from the grader.

ADVANTAGES

- . High repacity
- · Accurate grading
- · Gentle on fish
- Size from 0.2-208a
- . Compact and light
- * Easity adjustable









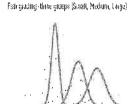
HIGH CAPACITY

The VAKI grader has a speed regulator to adjust the retation speed from 5–10 rpm. If the grader is run at 10 rpm than 9600 bexes are used in one hour [16x10x60], with 5 fish on average in each box than 48 000 fish one graded in one hour.

CAPACITY CHART

| Accele 3 | CAPACKY Se ou Goder Sambe | PERADUR Con Galer Konton |
|----------|------------------------------|-----------------------------|
| 0,2 | 87 606 | 146-800 |
| 5 | 28 1006 | 51,038 |
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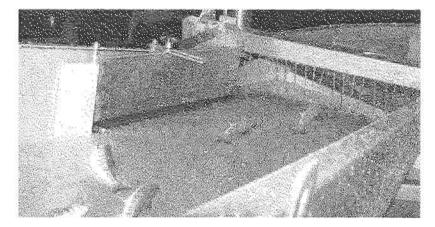
GRADING Normal Corves



ACCURATE GRADING

A series of tests have been made to measure the accuracy of the VAKI fish grader.

By taking samples from grading operations to measure the thickness, weight and tength of graded fish for comparison to the grading gap selected. These studies have confirmed the accuracy of the VAXI fish grader.



GENTLE ON FISH

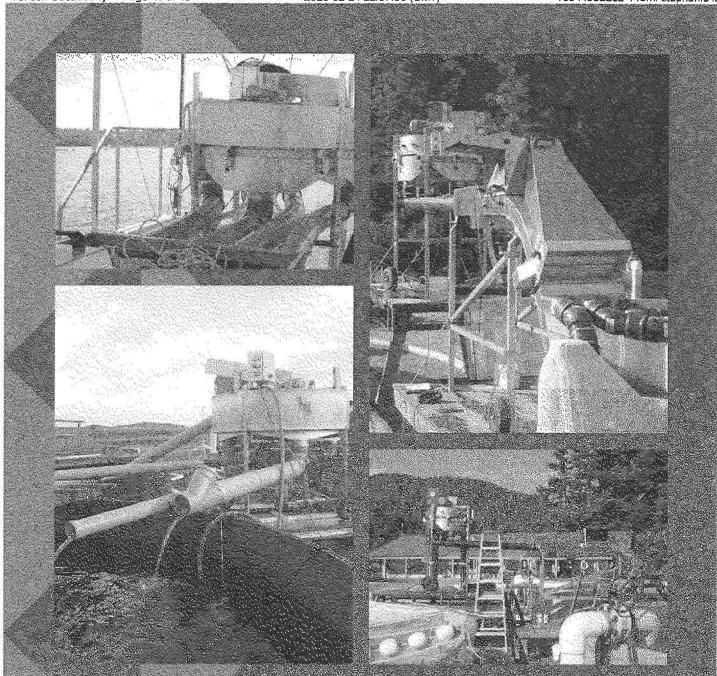
Fish are in water at all times during grading.

Water flows into the grading bexes from the integrated sprinkter system ensuring the fish remain in water and pass cosity away through the outlet pipes.

WIDE SIZE RANGE

The fish are graded by thickness with the size range for calmonids from 0.2: 200g.





| SPECIFICATI | | | | | | | | |
|-----------------------|-----------|---------------------|--------|---|------------|------|------------|---------------------|
| ELEMANTISM CONTRACTOR | STRETANCE | LAPACITY | ween | | BOX LENGTH | nr 🦠 | OF BUILDIS | POWER SUPPLY |
| 94 cm | 0.2-300 g | lip to 1666 kg/hear | 150 kg | | 72 em | | 4 | 110 or 266 V. 2 amp |
| 345 ga | 4200 g | Up to GREE Refrees | | 1 | | | | 150 nr 240 V 2 gen |

Crah Species, Salmon, treut, sea bass, sea bream, hat but, turbot, cod, titapia, barramundi, char, king fish and mere

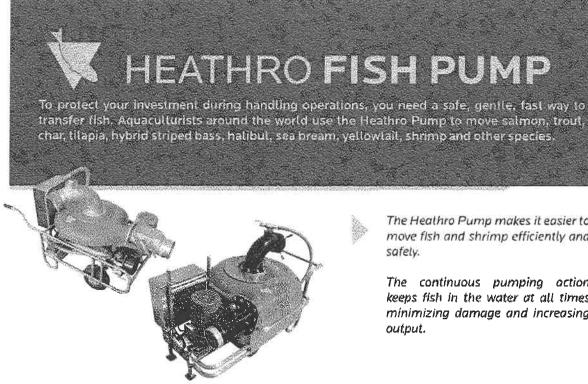
PENTAIR

AQUATIC ECO-SYSTEMS

Pointon Aquabe Coo-Systems/VAKI

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The Heathro Pump makes it easier to move fish and shrimp efficiently and safely.

The continuous pumping action keeps fish in the water at all times minimizing damage and increasing output.

RUGGED INDUSTRIAL PRIMING PUMP

The Heathro Fish Pump is self-priming and is equipped with a rugged industrial priming pump.

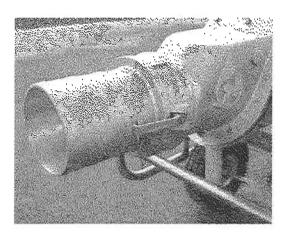
EASY TO MOVE

The balanced 'wheelbarrow' design of the pump and large pneumatic tyres means it is very easy for one person to move the pump around between tanks or cages and even over rough and uneven surfaces.



EASY TO CHANGE FITTINGS

The Heathro Fish Pump can easily be changed to accept different camlock sizes and fittings on both the inlet and outlet,



THE PRIMING SYSTEM

The self-priming system means that moving fish becomes a simple one man operation. Simply wheel the pump to your desired position, put the inlet hose into the tank or cage, prime and start pumping. All pumps feature fully variable drive systems, meaning fine control over pump speeds can be achieved. The powerful priming pump means that a 6" or 8" line can very quickly be primed from up to 3m below the pump. Restoring prime, if it is lost, is also very straight forward - just turn the prime pump back on. The pump can be used with any combination of different camlock sizes. Larger diameter output lines can also be used.

THE IMPELLER

The Heathro pumps are impeller pumps. The key to the high performance and gentle fish handling of this pump is in the impeller itself, which is cast, balanced and hand polished,



REMOTE CONTROL



Available as an option on all electrically powered Heathro Fish Pumps, the Remote Control puts complete control of your fish pump where It's most needed, with the operator. The wireless transmitter has a long range and is weatherproof and ergonomic. Its functions allow the operator to turn the prime pump on & off, impellor motor on & off, and control the rotational speed of the impellor.

To: Jon Castleberry Page 45 of 45 2020-02-24 22:37:36 (GMT) 16044932262 From: stephanie king

TECHNICAL SPECIFICATIONS

HEATHROS FISHPUMP



Weight 730 kg

Dimensions (LxWxH) 203 x 132 x 152cm

intet size 203mm (8*) or

254mm (10°)

203mm (8") or Outlet size 254mm (10°)

Min. Fish size 0.2gMax, Fish size 1.2kg

Max. Pump output Up to 7,500 tpm

Pump Speed 200-500 rpm

Max. Pump head (TDH) 9m

Max, Pump suction 3m

Max. Horizontal transfer 2.000m

Power options 20hp 50 or 60Hz 3 Phase

FEATHROIS EISHEUMB



Weight 200 kg

Dimensions (LxWxH) 170 x 81 x 119cm

intetsize 150mm (6") reduce to 100mm (4°) or 50mm (2°)

150mm (6") reduce to 100mm (4") or 50mm (2"). **Outlet size**

Min. Fish size 0.29 Max, Fish size 400g

Max. Pump output 635 gpm 2400 lpm

200-800 rpm Pump Speed

Max. Pump head (TDH) 9m

Max. Pump suction 3m

Max. Horizontal transfer 2.000m

Power options 5hp 50 or 60Hz 3 Phase

FEATURES

- Cart-mounted pump includes a stainless steel cart with large pneumatic tires
- Self priming via a rugged industrial priming pump
- Fish can be transferred over long, horizontal distances
- Can be supplied with fittings for easy change between different carnlock sizes
- Cast aluminum precicion hand-polished single vane balanced impellor
- Optional wireless remote control
- Pumps are easily reduced to multiple inlet and outlet configurations: Heathro 6"-150mm (6"), 100mm (4") & 50mm (2") Heathro 8"-203mm (8") and 254mm (10")

BENEFITS

- Very gentle on fish fish in water at all times
- High capacity
- Precision control
- Easy to set-up and move around site
- Reduced tabor costs and eliminating the need to lift heavy nets and buckets



VAKI AQUACULTURE SYSTEMS ETG. 💲 AKRACING 4 - 20 KGEAVOSUN - (PECAND - 3 EL 354 ADS 2002 - VAKI AVANDINA - WWW.VAELIS