



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

# Solicitation

NUMBER
DNR213244

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

\*330140738      601-334-6356  
 B L MITCHELL INC  
 1774 EAST AZALEA DR  
 GREENVILLE MS 38701

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DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED
07/09/2013

BID OPENING DATE: 08/01/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		190-46	\$299.11	\$299.11
FORMALDEHYDE 37% SOLUTION 55 GALLON DRUM						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE FORMALDEHYDE 37% SOLUTION IN 55-GALLON DRUMS PER THE ATTACHED TERMS & CONDITIONS, AND THE SPECIFICATIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ DNR213244 ***** TOTAL:						\$299.11
						per drum
07/29/13 02:56:08 PM West Virginia Purchasing Division						

SIGNATURE <i>Dusty M. Henson</i>	TITLE MANAGER	FEIN 64-0836880	TELEPHONE 662-332-1951	DATE 07/24/13
ADDRESS CHANGES TO BE NOTED ABOVE				

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

**DNR213277 - REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources  
WILDLIFE RESOURCES-FORMALDEHYDE  
OPEN END CONTRACT**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Natural Resources to establish an open-end contract for Formaldehyde.
  
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” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and total attached hereto as Exhibit A and used to evaluate the RFQ.
  
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DNR213244.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Contract Item #1 – Formaldehyde**
      - 3.1.1.1 Formacide-B, 37% Formaldehyde Solution, UN2209 or equal
  
      - 3.1.1.2 Must be packaged in 55-gallon drums
  
      - 3.1.1.3 Must include chemical analysis sheet and MSDS sheet when shipped.

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WILDLIFE RESOURCES-FORMALDEHYDE  
OPEN END CONTRACT

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3.1.1.4 Formaldehyde will be shipped to the  
following hatcheries:

**Bowden Hatchery**

Rt. 1, Box 80  
Elkins WV 26241  
(304) 637-0238

**Edray Hatchery**

753 Woodrow Road  
Marlinton WV 24954  
(304) 799-6461

**Petersburg Hatchery**

126 Grahams Way  
Petersburg WV 26847-8523  
(304) 257-4014

**Reeds Creek Hatchery**

157 Hatchery Lane  
Franklin WV 26807-5604  
(304) 358-2595

**Ridge Hatchery**

12051 Valley Road  
Berkeley Springs WV 25411  
(304) 258-1713

**Spring Run Hatchery**

1988 Spring Run Road, Unit 1  
Petersburg, WV 26847-8877  
(304) 257-4188

**Tate Lohr Hatchery**

Rt. 4, Box 489  
4065 Pigeon Creek Road  
Princeton WV 24739.  
(304) 899-3221

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WILDLIFE RESOURCES-FORMADEHYDE  
OPEN END CONTRACT

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**Driving Directions**

**Bowden Hatchery: LAT: 38.910856; LONG: -79.715334**

**Directions:** From Harman – 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 4 lane. Hatchery is on left approximately 1 mile.

**Edray Hatchery: LAT: 38.270493; LONG: -80.105305**

**Directions:** Take Rt. 81 to Rt. 64. At White Sulphur take Rt. 92 North. Take 92 to Rt. 39 then go through Marlinton to Rt. 219. Turn right and go 3 miles to the Edray Quick Stop. Take left at the Quick Stop onto Woodrow Road. Go 1 mile. Hatchery is on left. Rear wheels will need to lock to slide forward in order to take sharp turn into hatchery.

**Reeds Creek Hatchery: LAT: 38.739491; LONG: -79.347390**

**Directions:** Once in Franklin, take 220 North about 6 miles. Turn left onto Hammer Run Road. About 4 or 5 miles in on Hammer Run there will be an intersection. Bear right at intersection. Hatchery is about 3 miles in.

**Ridge Hatchery: LAT: 39.463623; LONG: -78.311689**

**Directions:** Hatchery is on Rt. 522 about 12.051 miles from intersection of Rt. 9 and Rt. 522. Hatchery is on the left about 1.5 miles before the Virginia State Line.

**Spring Run Hatchery: LAT: 38.919397; LONG: -79.084090**

**Directions:** From Petersburg, go approximately 1.5 miles south on Rt. 220. Turn left onto South Mill Creek Road. Continue on South Mill Creek Road approximately six miles until reaching the Dorcas Elementary School. Turn left onto Spring Run Road continue 2 miles. Hatchery is on right.

**Tate Lohr Hatchery: LAT: 37.323299; LONG: -80.919157**

**Directions:** East on Rt. 460, take the Oakvale/Kellysville Exit Rt. 12. At the end of the ramp you will be sitting across from the Frediking Funeral Home. Turn right onto two lane road. You will see Oakvale Fire Station on your left. As you pass through a little concrete bridge, you will see a wide area and a sign saying Pigeon Creek. This sign is on your right. Cross the wooden bridge and follow Pigeon Creek Road under the rail tracks. Follow paved road four miles, stay to the left on the paved road, you will see a sign that says WV Dept. of Natural Resources.

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**West Virginia Division of Natural Resources**  
**WILDLIFE RESOURCES-FORMALDEHYDE**  
**OPEN END CONTRACT**

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**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the Unit Cost and Total Cost columns. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type the information into the Pricing Pages to prevent errors in the evaluation.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

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West Virginia Division of Natural Resources  
WILDLIFE RESOURCES-FORMALDEHYDE  
OPEN END CONTRACT

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall ship orders within one day of receiving order. Product shall be received at specified hatchery within 5-7 days of receiving order. Vendor shall deliver emergency orders within 2 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Hatchery location. Freight is to be billed at actual cost and vendor must attach bill of lading to invoice for freight payment.
- 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 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.

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**West Virginia Division of Natural Resources**  
**WILDLIFE RESOURCES-FORMALDEHYDE**  
**OPEN END CONTRACT**

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**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dusty M. Heason  
 Telephone Number: 662-332-1951  
 Fax Number: 662-332-5447  
 Email Address: dustymackhenson@gmail.com  
blmitch@bellsouth.net

DNR213244

FORMALDEHYDE FOR WILDLIFE RESOURCES HATCHERIES  
FORMACIDE-B, 37% FORMALDEHYDE SOLUTION UN2209  
MANUFACTURER'S LIST

Please complete the table below concerning the brand(s) of formaldehyde being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotations.

Item No.	Item	Manufacturer	Brand
1	FORMALDEHYDE	Georgia Pacific	Formicide B

37% Formaldehyde



DNR213244

FORMALDEHYDE FOR WILDLIFE RESOURCES HATCHERIES  
OPEN END CONTRACT

Item No.	Estimated Yearly Quantity	Description	Unit Cost Per Drum	Total
1	100	55-gallon Drums of Formaldehyde-B, 37% Formaldehyde Solution, UN2209 or equal	\$ 299.11	\$ 29,911.00

Note: All items are to be F.O.B. Destination. Freight is to be billed at actual cost and vendor must attach bill of lading to invoice for freight payment. Formaldehyde must be shipped within one day of ordering and received at the hatchery within 5-7 business days.


The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

B.L. Mitchell, Inc

(Company)



(Authorized Signature)

Dusty M. Heuson Manager

(Representative Name, Title)

662-332-1951

(Phone Number)

662-332-5447

(Fax Number)

7-24-13

(Date)

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

X

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: B.L. Mitchell INC

Signed: [Signature]

Date: 7-24-13

Title: MANAGER

RFQ No. DWR213244

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 § 23-2c-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 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's Name: Billy Mitchell Inc

Authorized Signature: [Signature] Date: 7-24-13

State of Mississippi

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of JULY

My Commission expires Sept 7, 2013, 2013



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

**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.

  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 Authorized Signature  
 7-23-13  
 \_\_\_\_\_  
 Date

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