



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 144812

Doc Description: 8-Compartment Live Haul Fish Tank for Spring Run Hatchery

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-09	2016-03-31 13:30:00	CRFQ 0310 DNR1600000029	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

*ITI Trailers and Truck Bodies, Inc.
 8535 Mason Dixon Highway
 Meyersdale, PA 15552
 (814) 634-0080*



FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 000000114760

DATE *March 28, 2016*

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR), Wildlife Resources Section, Coldwater Fish Management, to establish a contract for the one-time purchase of one (1) Live Fish Distribution Tank.

Please note: it is the intent of the Agency that it will be releasing six (6) additional solicitations similar to this one for live haul fish distribution tanks to be delivered to different locations around the State in the near future.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		DIVISION OF NATURAL RESOURCES SPRING RUN HATCHERY 1988 SPRING RUN RD, UNIT 1 PETERSBURG WV 26847 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Farming and Fishing and Forestry and Wildlife Machinery and	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
21000000			

Extended Description :

Eight (8)-compartment live haul fish tanks for Spring Run Hatchery per the Specifications as attached to this solicitation.



ITI Trailers and Truck Bodies, Inc.

8535 Mason Dixon Highway

Meyersdale, PA 15552

March 28, 2016

Guy Nisbet, Buyer, State of West Virginia, Division of Purchasing
2019 Washington Street, East
Charleston, WV 25305
Phone: (304) 558-2596
Ref: CRFQ 0310 DNR160000029

ITI Trailers and Truck Bodies, Inc. is pleased to submit a price to supply the State of West Virginia DNR with an 8-compartment Live Haul Fish Tank for the Spring Run Hatchery. The price, terms and approximate completion are shown below. If you have any questions please do not hesitate to contact me at (814) 634-0080 (office), or mhetz@itimfg.com.

Cost to complete the work as described in RFQ: \$42,803.00

Price firm: 30 days from bid opening
Terms: Signed order/PO, balance due FOB Spring Run Hatchery, 1988 Spring Run Road, Petersburg, WV 26847 upon completion, delivery and customer acceptance. Payment must be made at time of delivery by check payable to: ITI Trailers and Truck Bodies, Inc.
Completion: Approximately 120 working days after receipt of Purchase Order at ITI's Meyersdale, PA facility

Submitted By:  Date: 3/28/16
Mike Hetz

Accepted By: _____ Date: _____ PO#: _____

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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.

Question Submission Deadline: March 16th, 2016 at 9:00 AM. EST.

Submit Questions to: Guy L. Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@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 Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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 Purchasing Division.

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

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

Bid Opening Date and Time: March 31st, 2016 at 1:30 PM. EST.

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

10. ALTERNATES: 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.

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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

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

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. 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 _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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.

Other: See attached.

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, Purchasing Division, and Attorney General's office.

6. 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.

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

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

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.

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

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: 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.

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

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. 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.

19. COMPLIANCE: 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.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

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

23. 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.

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

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. 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.

27. 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.

28. 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.

29. 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>.

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

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

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

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

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

33. 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.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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 hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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.

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

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

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

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Wildlife Resources Section, Coldwater Fish Management, to establish a contract for the one-time purchase of one (1) fish distribution tank for the Spring Run Hatchery, Petersburg, WV. 26847.

Please note: the Agency will be releasing six (6) additional solicitations similar to this one for fish distribution tanks to be delivered to different locations around the State. The agency intends to release one solicitation per week for the next two months. Vendor will have a defined delivery time as defined within the specifications for each solicitation.

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 aluminum, water proof fish hauling tank that installs on stocking vehicle as more fully described by these specifications.

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

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

2.4 **"LPM"** means liters per minute

2.5 **"NPT"** means national pipe thread

3. **GENERAL REQUIREMENTS:**

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

- Comply — 3.1.1 **Contract Item # 1: Fish Distribution Tank**
- Comply — 3.1.1.1 **Dimensions:** 87" wide x 40" deep x 168" long (outside dimensions)
- Comply — 3.1.1.3 **Core:** Tank shall have a 0.160" thick 5052 aluminum outer shell and 3/16" thick 5052 aluminum inner and outer side walls and bottom. The top deck, lids and inside compartment divider walls shall be ¼" thick 5052 aluminum. A 2" thick injected polyurethane foam insulating core shall be installed between the

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

outer and inner walls. This tank shall be designed to have personnel working on the top deck area.

Comply — 3.1.1.4

Capacity: Approximately 1,735 gallons to the overflow drains.

Comply — 3.1.1.5

Compartments: Eight of equal dimensions (2x4 configuration), with dual in-line rear discharge (see Attachment "A" figure 1). Each of the adjoining compartments shall have a 3" square water equalizing portal located as low on the longitudinal wall as possible and inside the screened area, also a 3" square equalizing portal between each of the in-line compartments inside the screened area and as low to the floor as possible to allow water levels to maintain equal volume in each of the eight compartments during use of the re-circulating system. (see Attachment "A", figure 1).

Comply — 3.1.1.6

Lids: The lids are to be 24" wide and 27" long (see Attachment "A" fig #13). Each lid will be 1/4" thick 5052 aluminum and shall have 2" thick injected polyurethane foam insulating core. Compartment lids numbered 1,2,3,4,6 and 8 shall open towards the cab of the truck or the front of the tank (see Attachment "A" figure 3, 10 & 13) and compartment lids numbered 5 and 7 shall open toward the center of the tank (see Attachment "A" figure 13). Each lid will be outfitted and supported with two (2) heavy duty gas spring pistons; the piston brackets shall be made of 1/4" aluminum that hold the lid in an open position without wedge like back rests. A single Pular Model 503 SS or Equal, Polished Stainless Steel lid latch with flush strike:

Comply

— 3.1.1.6.1 Flush must be minimum 1/2" offset

Comply

— 3.1.1.6.2 Strike must be minimum 9/16" - 1 1/4", (see Attachment "B")

Latch is to be mounted in the center of each lid. A 5" diameter screened vent centered and mounted flush with the top deck surface, and a 3" open piano hinge to extend the width of the lid (with 1/4" stainless pin) shall be installed on each lid. The entire inside of the lid is to have a half round rubber gasket seal and lids shall be flush mounted to the top deck of the tank. (see Attachment "A" figures 6 & 10)

Comply — 3.1.1.7

Exit Drain: There shall be two (2) 8 5/8" outside diameter and 1/4" thick walled aluminum pipe inline drains that shall extend 6" out from the rear of the tank (see Attachment "A", figures 1 & 4). All fish are discharged compartment to compartment via a solid slide gate assembly which covers 12" wide x 8" high discharge chutes centrally located on the dividing walls in line with the rear exit drains. The gate bottom shall rest on the tank

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

floor with no countersunk groove. This assembly should be as water tight as possible. Pull rods for these assemblies extend up through the deck and have a recessed, stainless steel "T" handle. The slide gate assembly shall be constructed to hold at any position and not be pulled out of the guide slots at its full up position. The rear most slide gates must be water tight using an "O" ring and pressure devise configuration to eliminate excessive water discharge when the pipe cap is removed. Rear handles for slide gates must be a rectangle stainless.

Comply — 3.1.1.8

Tank Floors: The tank floor will be solid and level, there shall be no slope front to rear (this tank will be mounted on a dump bed truck). The bottom of each compartment shall be sloped side to middle, (see Attachment "A", figure 7) toward flat channels in the centers of each compartment. The channels will be lined up with the bottoms of the slide gate assemblies.

Comply — 3.1.1.9

Overflow Drains: One 1" diameter flip lock marine drain plug shall be installed per compartment to allow 6" of air space between water level and the inside surface of the lid (see Attachment "A", figures 1&7). The drain is covered on the inside by a perforated disc to prevent fish from escaping. These are to be mounted at the center of each compartment. Each of the plugs shall be attached to the tank by a size 1 brass safety chain.

Comply — 3.1.1.10

Internal Screens: Screening to cover aerator intake tube, O2 diffusers, and water re-circulating systems will be 1/8" thick aluminum having 1/8" diameter holes on 3/16" staggered centers. All screen joints, corners, and points where screens meet walls will be close fitting to prevent small fish from entering aerator area. Top screen should be angled downward and close fitted around the aerator opening. No openings around the screen will be more than 1/16". These screens must be removable (see Attachment "A", figure 2&7).

Comply — 3.1.1.11

Tank Mounting Brackets: A 3" x 3" by 1/2" angle aluminum bracket shall be secured at each end of the tank. The brackets must extend the entire width of the tank and the weld shall also extend for the entire length of the bracket. There shall be no pre-drilled holes on the brackets; this will be done at the hatchery site (see Attachment "A", figure 9).

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

Comply — 3.1.1.12

Recirculation: A 2-inch pipe water re-circulating system shall be installed.

The intake pipes shall run through each of the two (four inline compartment) areas. The intake pipes will terminate at the bottom and back of the outside of the tank with a removable cleanout cap (see Attachment "A" figure 3). The intake pipes shall have ½" holes two inches apart for the entire length of the pipe that is inside the tank. The intake pipes will extend 3" outside of the front of the tank and have standard NPT male threads.

The discharge pipes shall run through each of the two (four inline compartment) areas. The discharge pipes will terminate at the top and back of the outside of the tank with a removable cleanout cap. The discharge pipes will not have any holes pre-drilled (we will drill the holes). The discharge pipes will extend 3" outside of the front of the tank and have standard NPT male threads. (see Attachment "A", figure 3 & 4).

Comply — 3.1.1.13

Aeration: Each compartment will be equipped with a Fresh-Flo Model TT aerator or Equal:

Comply — 3.1.1.13.1 Aerator must have minimum 75gpm pump capacity.

Comply — 3.1.1.13.2 Must have a 12 volt rated direct current motor.

Comply — 3.1.1.13.3 Must have minimum 10 running amps.

Comply — 3.1.1.13.4 Tube must be constructed of minimum schedule 40 PVC and be a minimum of 4 ½" in diameter. Centrally positioned in the screened are inside the compartment and secured to the tank top by two stainless toggle clamps.

Comply — 3.1.1.13.5 Each aerator shall have a weatherproof outlet box with minimum 15 amps rated 2-pin trolling motor plugs compatible to the protected power outlet and configured as in (see Attachment "A" figure 13).

Comply — 3.1.1.13.6 All wires will run through conduit inside the tank wall and exit at electric waterproof junction box. The aerator tube shall be four inches from the tank bottom and the impeller should be two inches from the end of the tube.

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

Comply — 3.1.1.14

Oxygen Diffuser Lines and Accessories: Flow meters will be on a manifold (with suitable protection) on the front of the tank, passenger side, inset 14" from the side of tank (see Attachment "A" figure 13), so the top of flow meters are below the top of tank. There will be one flow meter (5 LPM) for each of the holding compartments. A single line, fitted with a regulator for compressed oxygen, will feed all flow meters from the oxygen tank (3/8" line and regulator will be provided and installed by hatchery staff). Therefore, the inline on the manifold will be a brass barbed nipple to accommodate a 3/8" ID line. Oxygen lines from the flow meters to diffusers in each compartment will be run in conduits made of aluminum or stainless steel. Conduits will be of adequate size to accommodate 1/4" ID oxygen lines. There shall be a separate conduit for each 8 compartments and they must be imbedded in the top of the tank. Diffusers will be located in each compartment on the "floor" of tank and behind the screens and kept in place against screens with two pieces of 1/8" aluminum angle welded to tank "floor" (see Attachment "A", figures 2&7). Stones must be secure but removable.

Comply — 3.1.1.15

Diffuser Specifications: 24 1/4" X 2 3/8" ULTRA FINE, made by Point Four Inc. or Equal.

Comply

— 3.1.1.15.1

Overall Size must be a minimum of 27 1/2" L x 3 1/4" W, diffuser surface: 24" x 2 3/8" ceramic plate set in rigid enamel coated aluminum frame, with a 2 year warranty

Comply

— 3.1.1.15.2

Must be a minimum of 24 1/2" L x 2 3/8" W

Comply

— 3.1.1.15.3

Maximum flow rate of 18 LPM

Comply

— 3.1.1.15.4

18 LPM, gas inlet connection: must be a minimum of 1/4" NPT Female

Comply

— 3.1.1.16

Electrical Power Supply: The tank will be electrically wired to provide a 12 VDC outlet, low profile mounted; between each pair of aerator portholes (see Attachment "A", figure 13). Wiring will be through conduit embedded in the deck of the tank. A waterproof junction box equipped with 8 switches and "power on" indicator lights (one for each aerator) will be positioned on the front end top drivers side of the tank, (inset 14" from side to accommodate for the front ladder (see Attachment "A", figure 13), ready for hook-up to electrical power from the cab of the truck. All electrical items used are to be heavy duty, weatherproof and designed for outdoor use. Receptacles are to be two pin trolling motor plugs located as close to the aerator as is practical, and receptacles are to face the rear of the tank. Each

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

electrical outlet shall be designed and secured for protection against personnel or other mechanical damage.

Comply — 3.1.1.17

Drain Valve: The tank shall have two (2) 2" brass globe drain valves positioned at the bottom of the rear compartments and located within the screened aerator area. The valves should be able to be removed and/or replaced from the outside of the tank (see Attachment "A", figure 1 & 4).

Comply — 3.1.1.18

Lifting Rings: The tank shall have stainless steel "ring and strap" hardware mounted on each of the four corners and designed for the purpose of lifting the tank on and off the truck (see Attachment "A", figure 8).

Comply — 3.1.1.19

Toe Rail: The tank shall have a toe rail installed around the outside top edge of the sides and rear, leaving open section for the ladder mounting plate at the rear of the tank. This rail shall be 7/8" stainless marine style pipe securely attached to the tank with boat rail fittings. The top of the rail shall be two inches high from the top of the tank (see Attachment "A", figure 10).

Comply — 3.1.1.20

Front Ladder Mount: A 12" x 3" x 1/2" thick aluminum plate shall be securely welded at front top corners of the tank deck (see Attachment "A", figure 10). The aluminum plate shall have four 1/2" diameter holes drilled and threaded for attaching the ladder.

Comply — 3.1.1.21

Rear Ladder Mount: A 24-inch by 6-inch by 1/2" thick stainless steel plate securely installed at the rear of the tank deck and centered, to be used to mount an access ladder. The steel plate shall have eight 1/2" diameter holes drilled and threaded for attaching the ladder as configured in (see Attachment "A", figure 5).

Comply — 3.1.1.22

Winch Mount: A 14 inch by 6 inch by 1/2" thick stainless steel plate installed for the use of mounting a loading winch. The center of this plate shall be mounted 2 1/2" to the rear of the center of the tank deck and be positioned longitudinal to the tank deck (see Attachment "A", figure 11&12). The plate must be anchored to the tank deck in a manner that will support a electric winch with a sideways pull of up to a hundred pounds. All anchoring hardware must be flush with the surface of the winch plate. The plate shall have four 1/2" holes drilled and threaded one inch in from each of the four corners to mount the winch (see Attachment "A", figure 12).

Comply — 3.1.1.23

Conduit for Winch: A 3/4 inch conduit, made of either stainless steel or aluminum, shall be imbedded in the tank deck to supply a route for power for the winch. The conduit shall extend 3

**REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery**

inches out of the rear of the tank and have a 90 degree elbow facing up at the winch plate end (see Attachment "A", figures 11 & 12).

3.1.1.24 **Completion-** Upon completion of the tank at the manufacturer's site the tank shall be filled with water for a minimum of 24 hours and checked for leaks. The tank will be tested at the delivery site in the same manner, any tank delivered to our hatchery site that leaks will be rejected.

3.1.1.25 **DRAWINGS ARE NOT TO SCALE**

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by 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.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. PAYMENT:

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

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

6. DELIVERY AND RETURN:

- Comply — 6.1 **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 120 calendar days after receiving a purchase order. Contract Items must be delivered to Agency at:

**Spring Run Hatchery
1988 Spring Run Road, Unit 1,
Petersburg, WV 26847**

Vendor will contact Agency 24 hours before making delivery. Deliveries are accepted: Monday through Friday; 9:00AM. – 4:00 PM. EST.

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

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

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

- Comply — 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.

- Comply — 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.

REQUEST FOR QUOTATION
Fish Distribution Tank
Spring Run Hatchery

be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

Comply — 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

Comply — 7.1.2 Failure to comply with other specifications and requirements contained herein.

Comply — 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

Comply — 7.1.4 Failure to remedy deficient performance upon request.

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

Comply — 7.2.1 Immediate cancellation of the Contract.

Comply — 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

Comply — 7.2.3 Any other remedies available in law or equity.

Figure 6 (Petersburg)

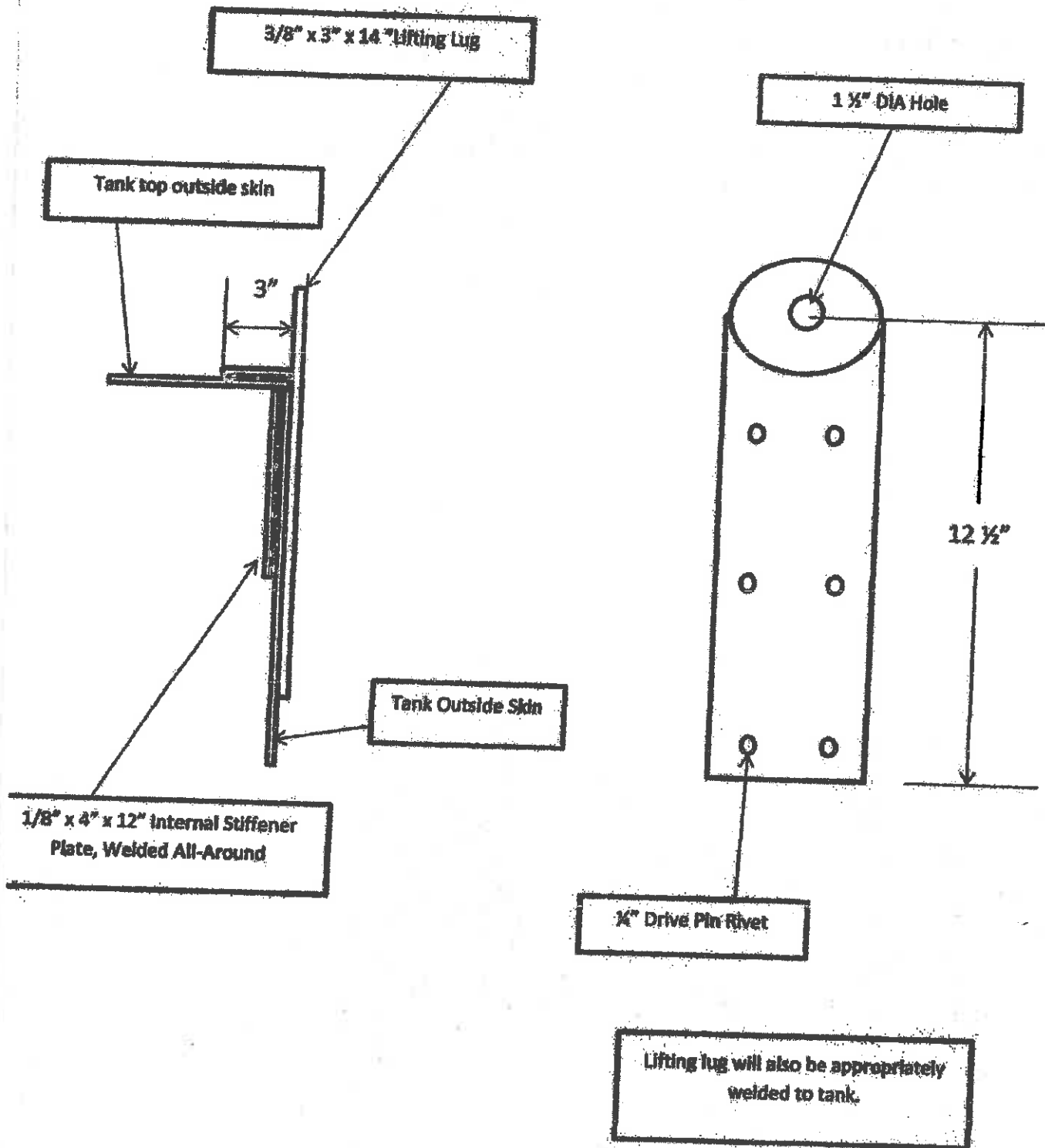


Figure 5 (Petersburg)

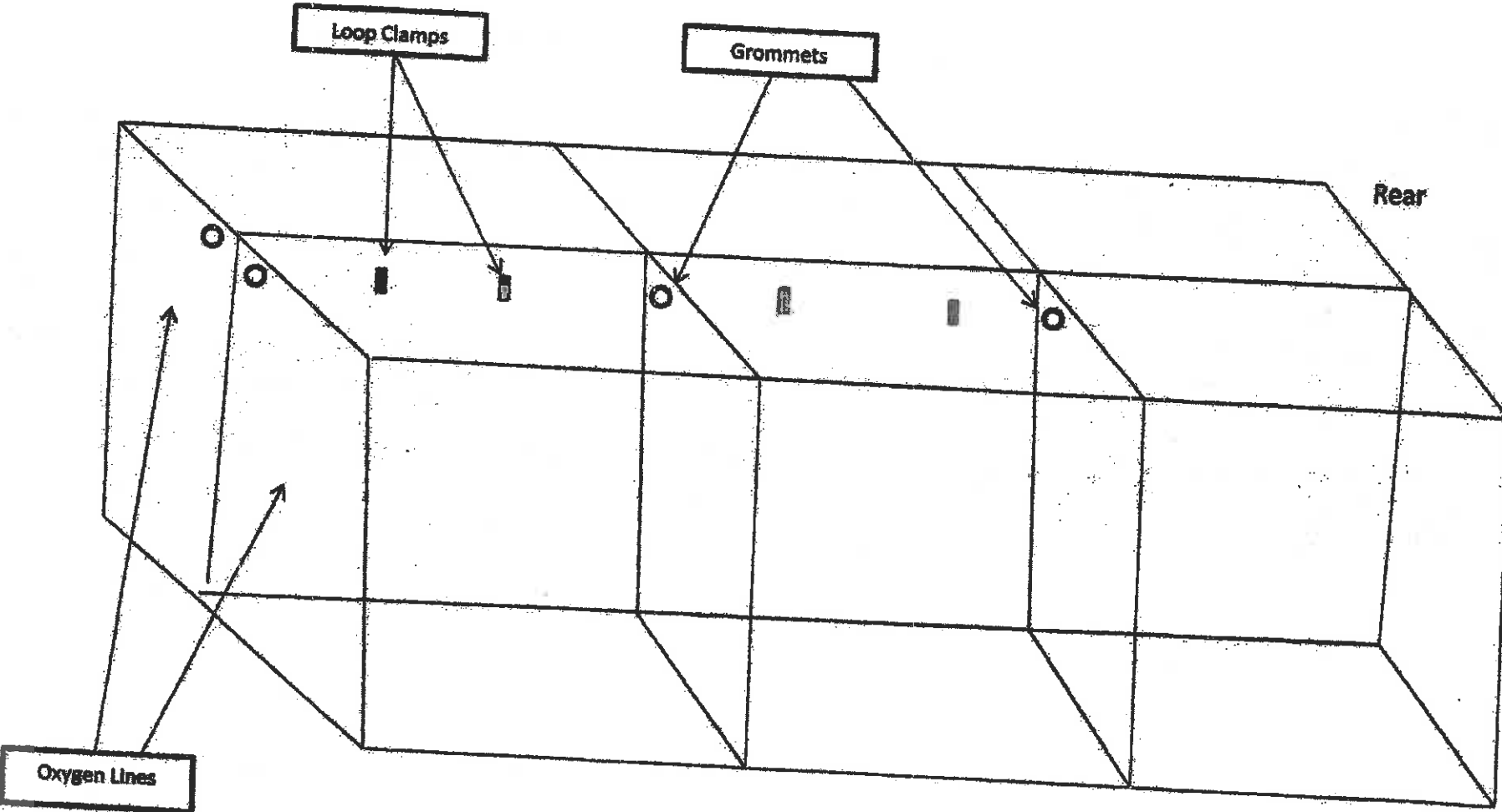


Figure 4 (Petersburg)

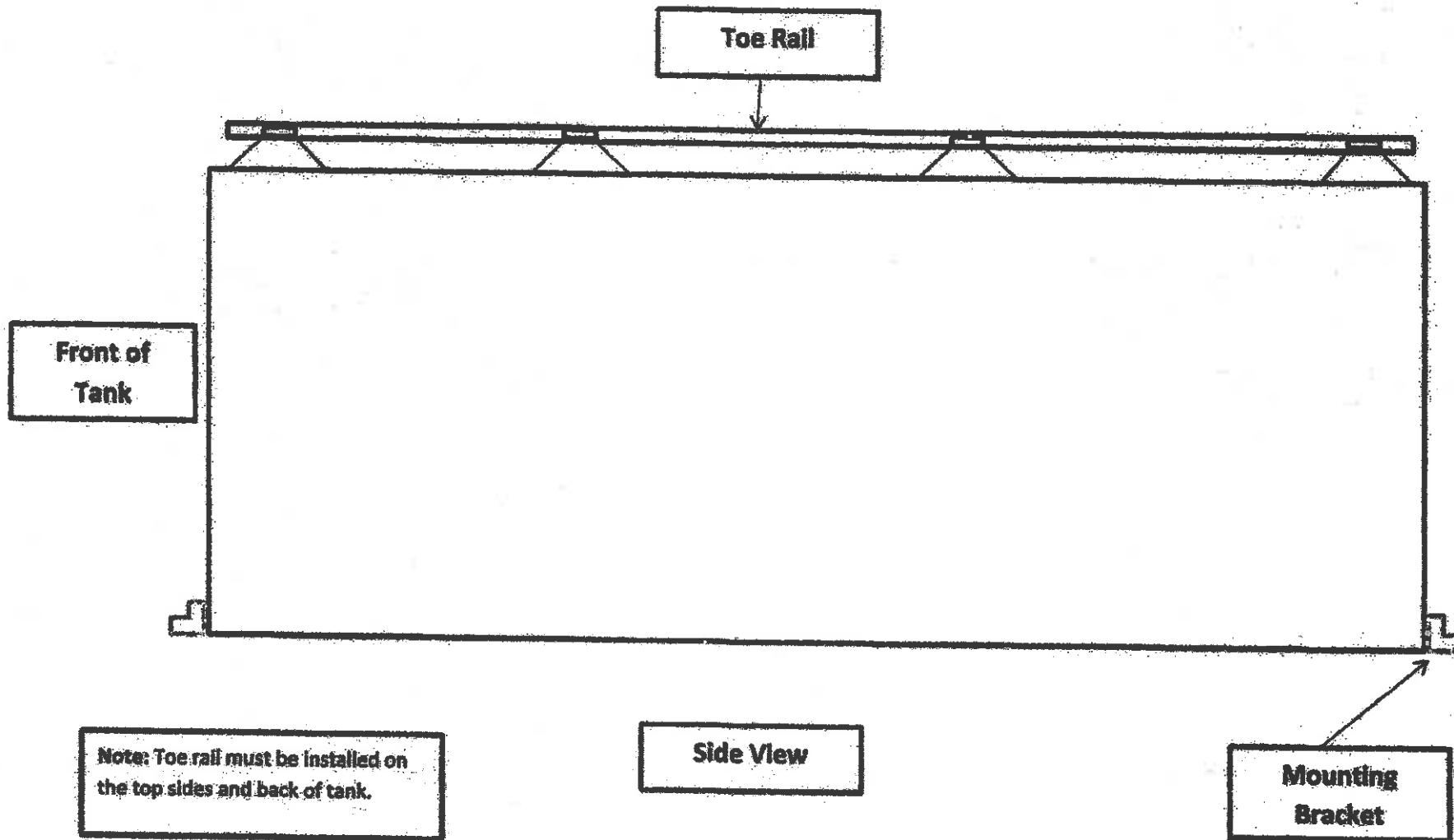


Figure 3 (Petersburg)

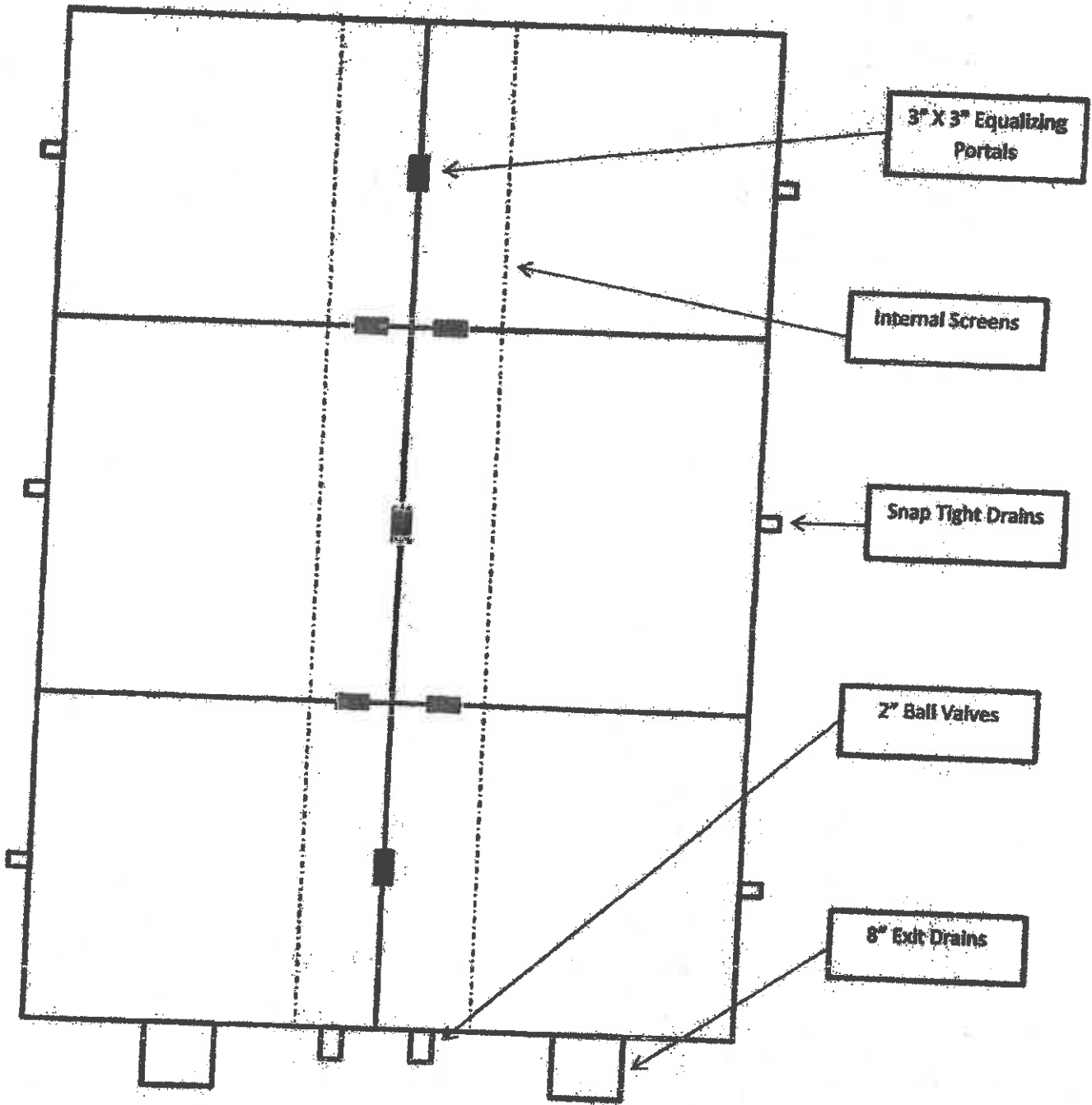


Figure 2 (Petersburg)

Top View

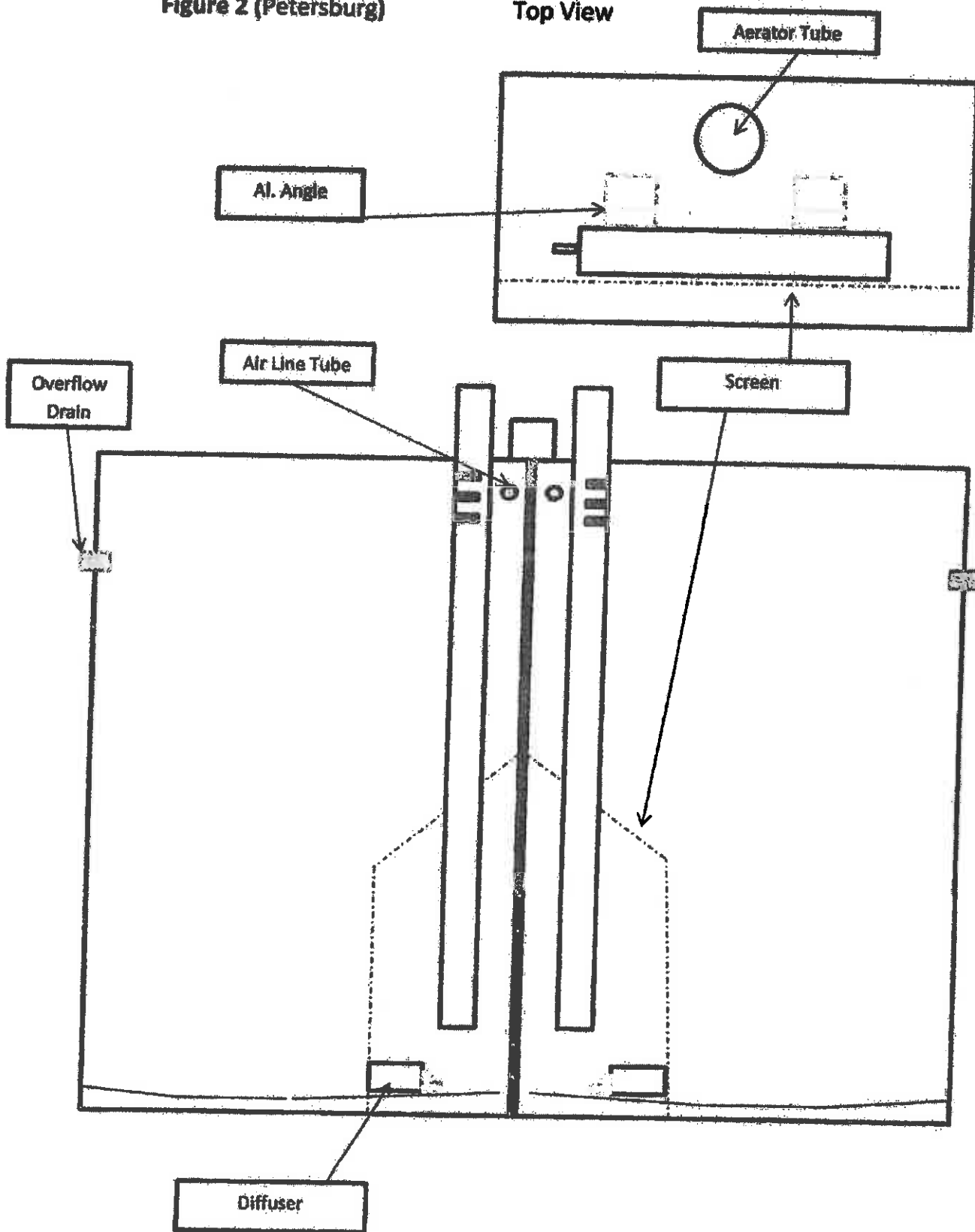
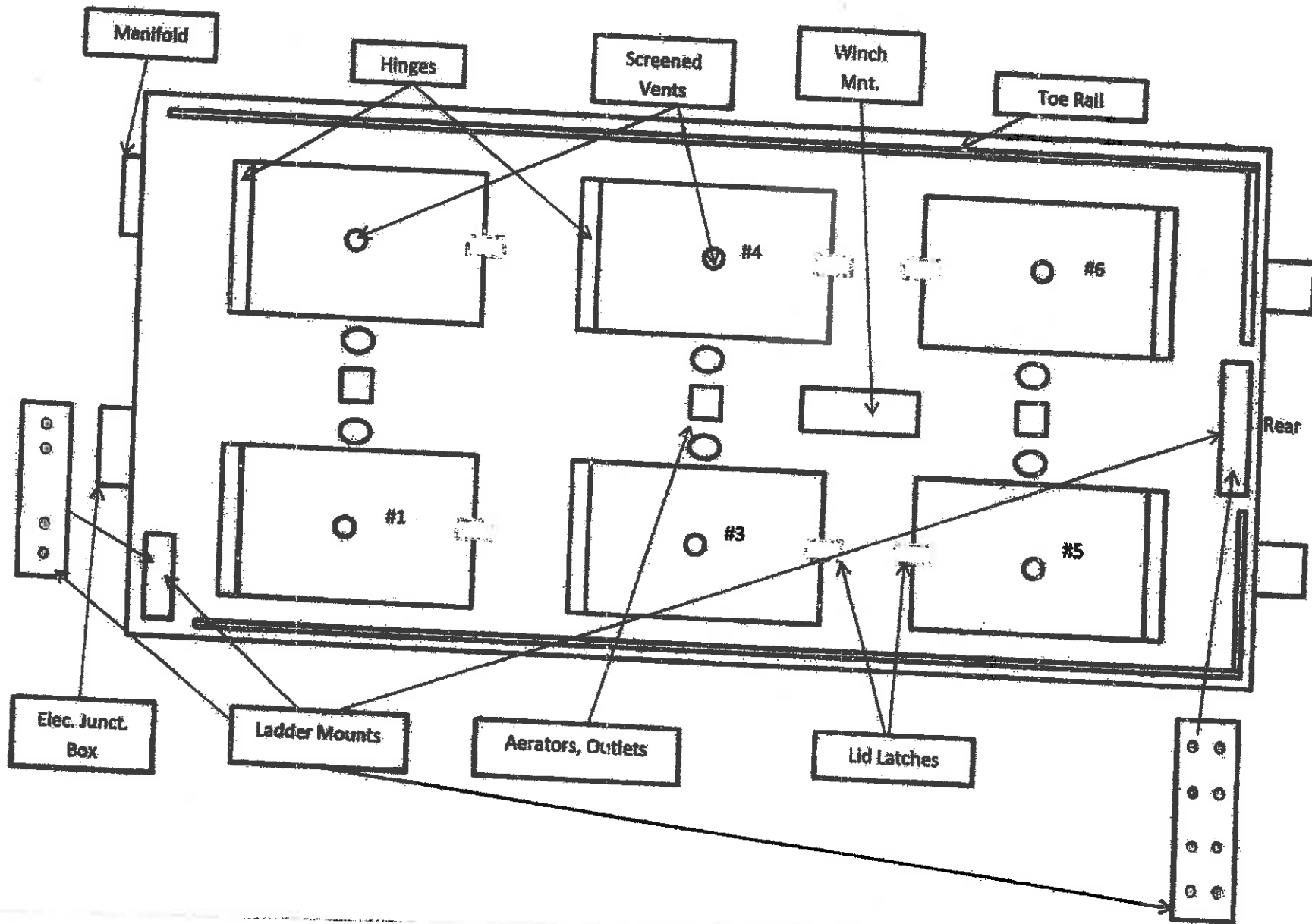
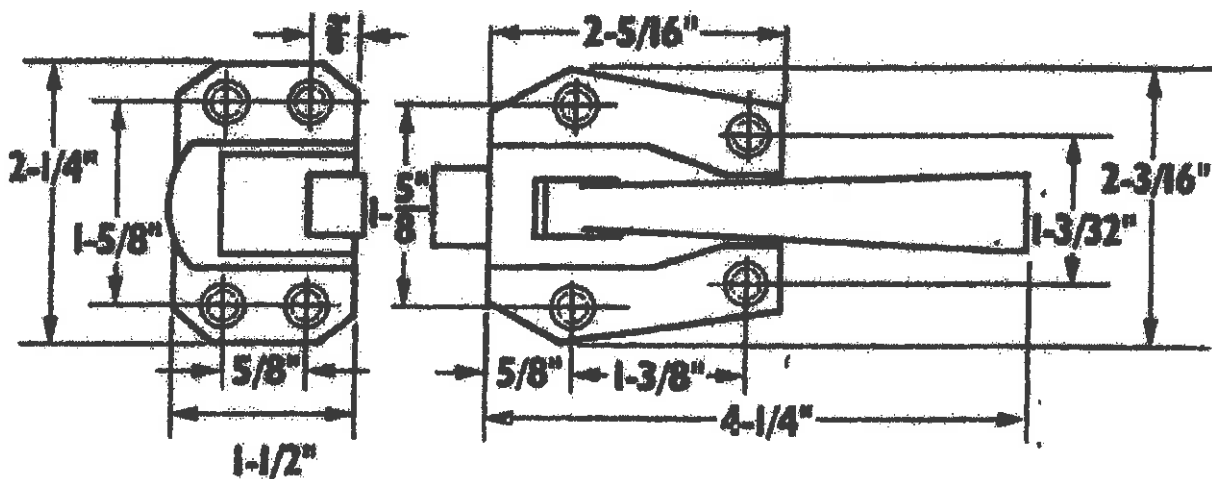


Figure 1 (Petersburg)



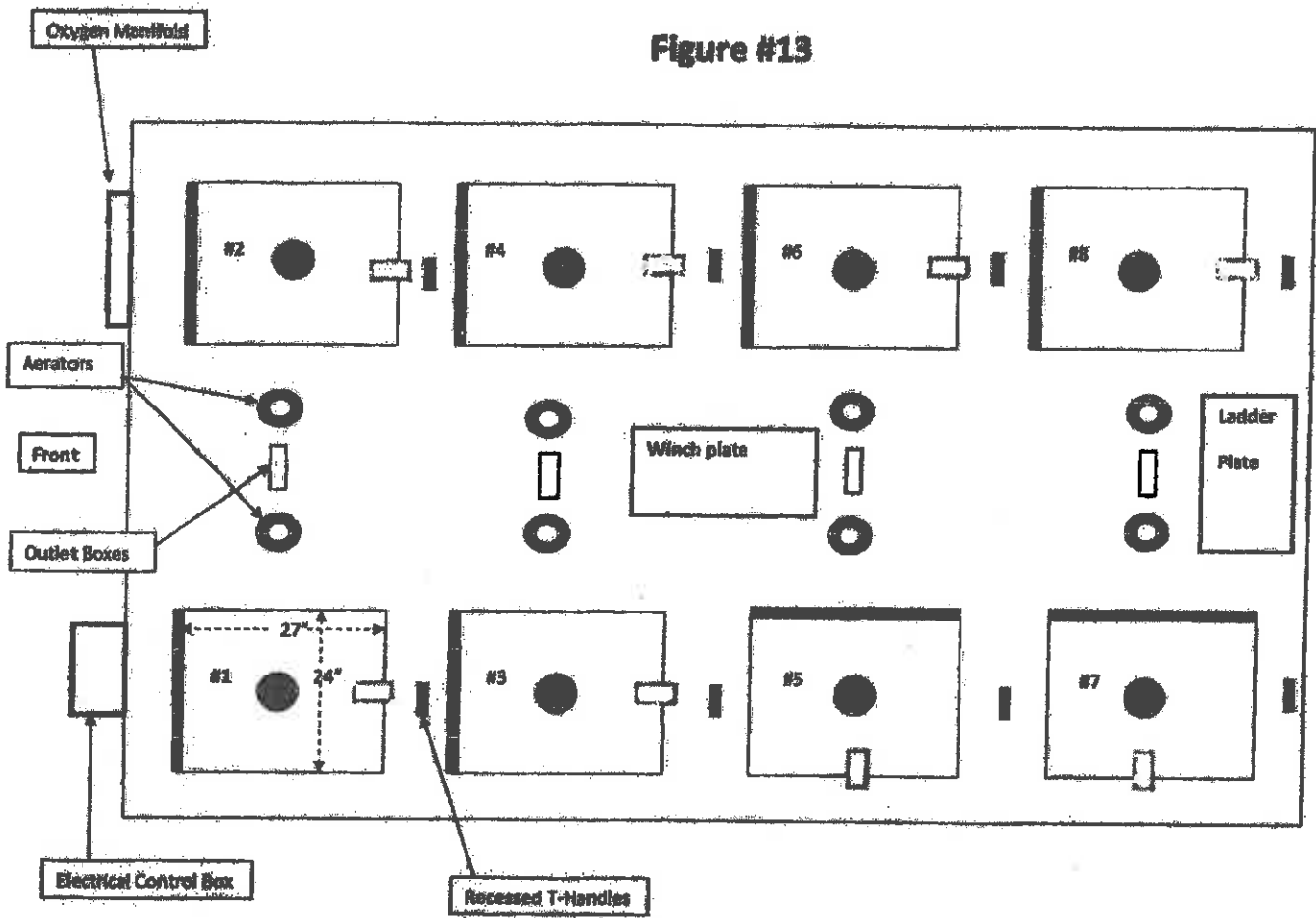
Attachment B

fig —



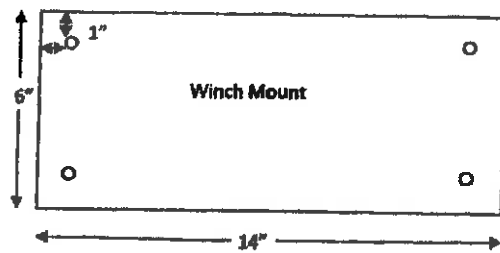
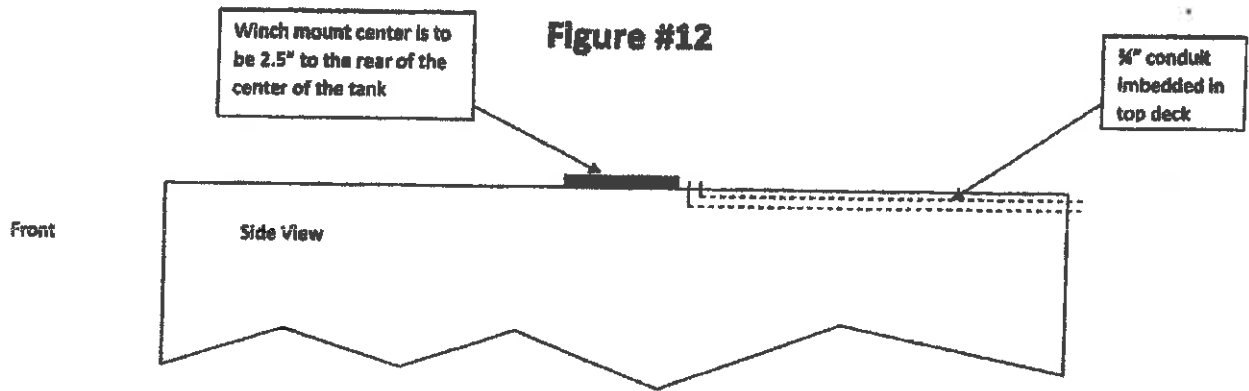
Attachment A

Figure #13



Attachment A

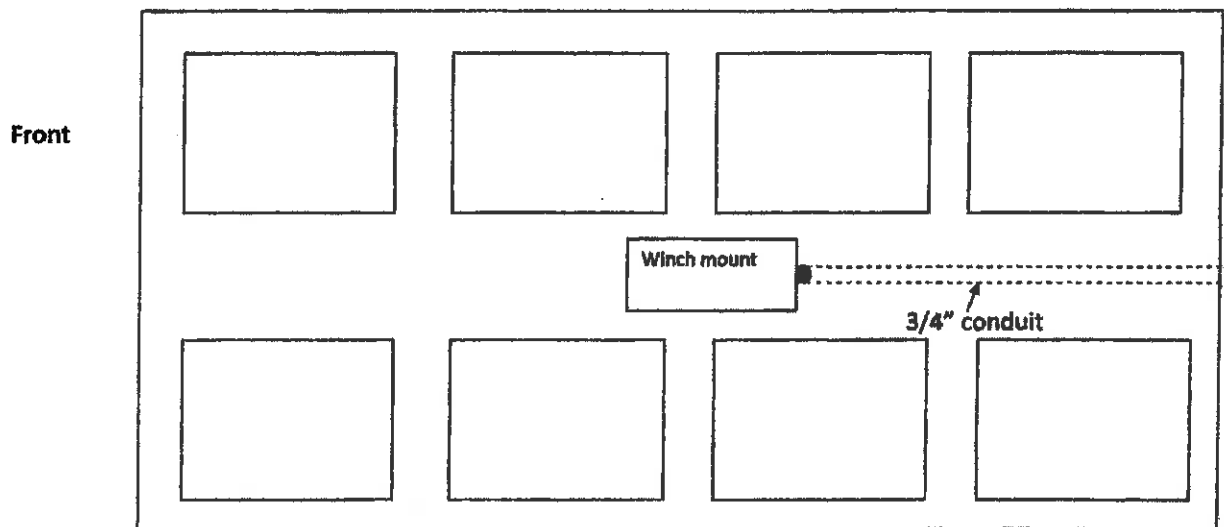
Figure #12



Threaded holes in winch mount should be 1" in from the outsides

Attachment A

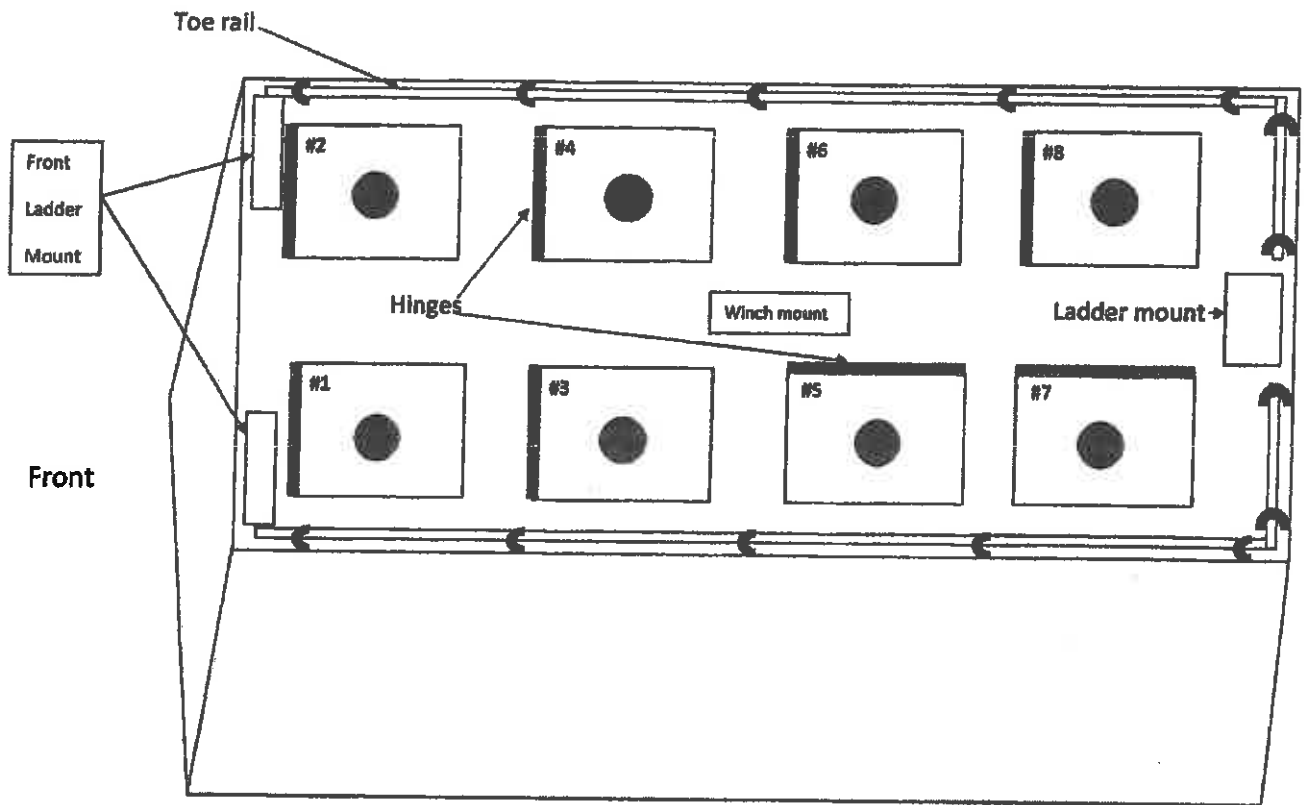
Figure #11



Center of winch mount to be 2.5" behind center of tank

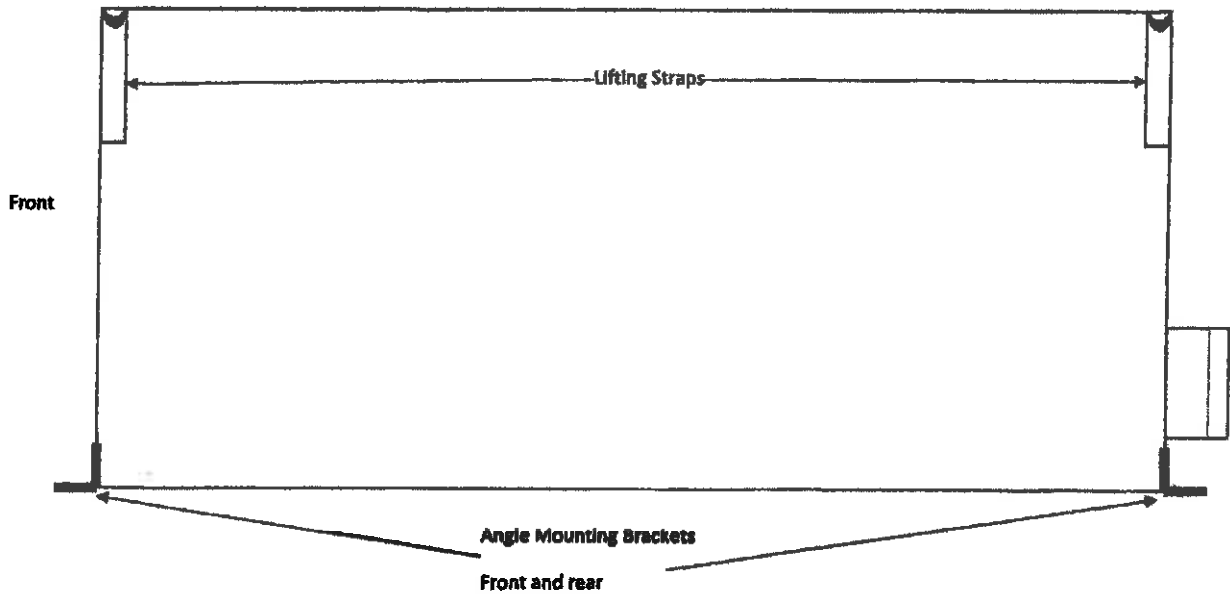
Attachment A

Figure #10



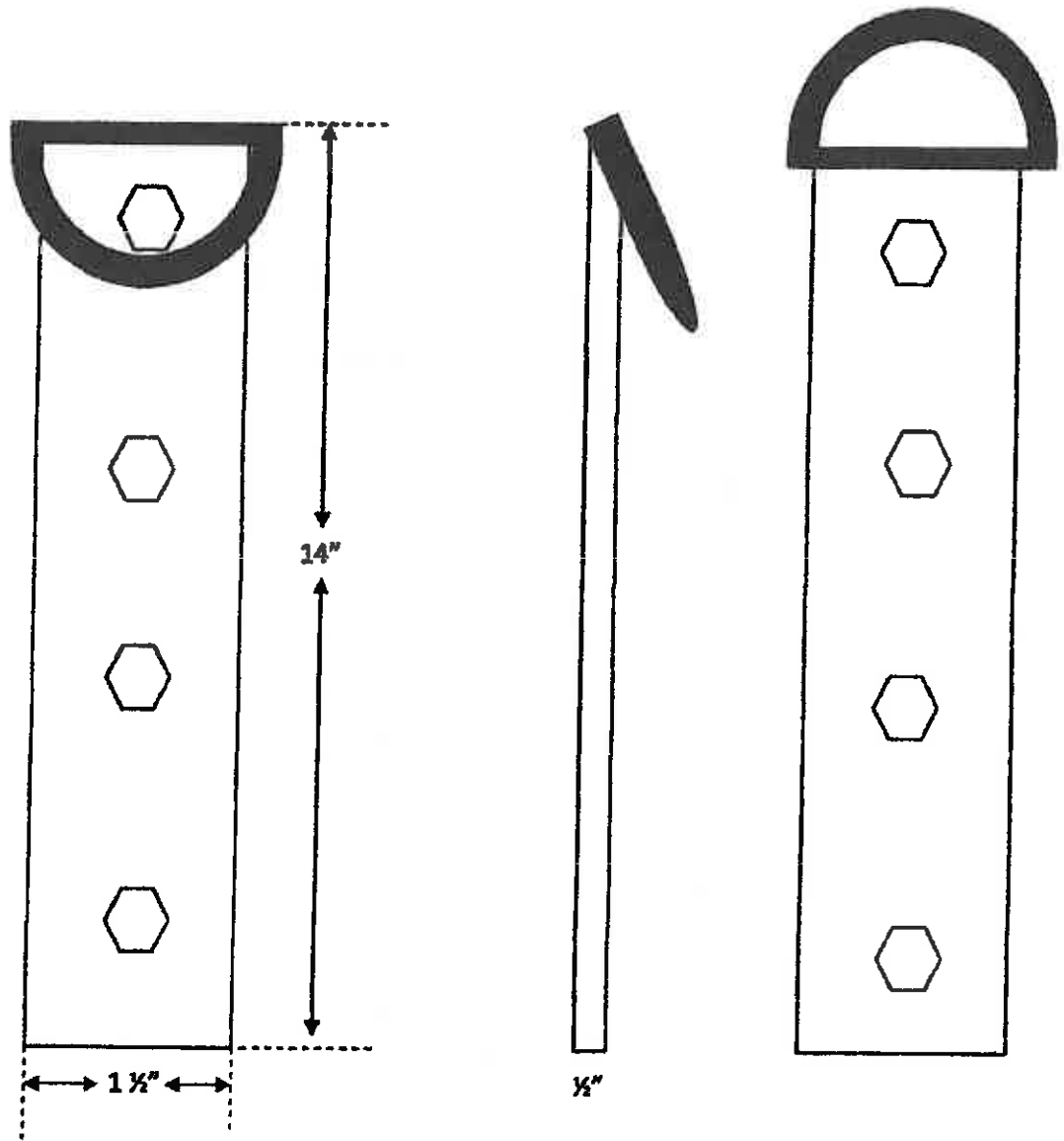
Attachment A

Figure #9



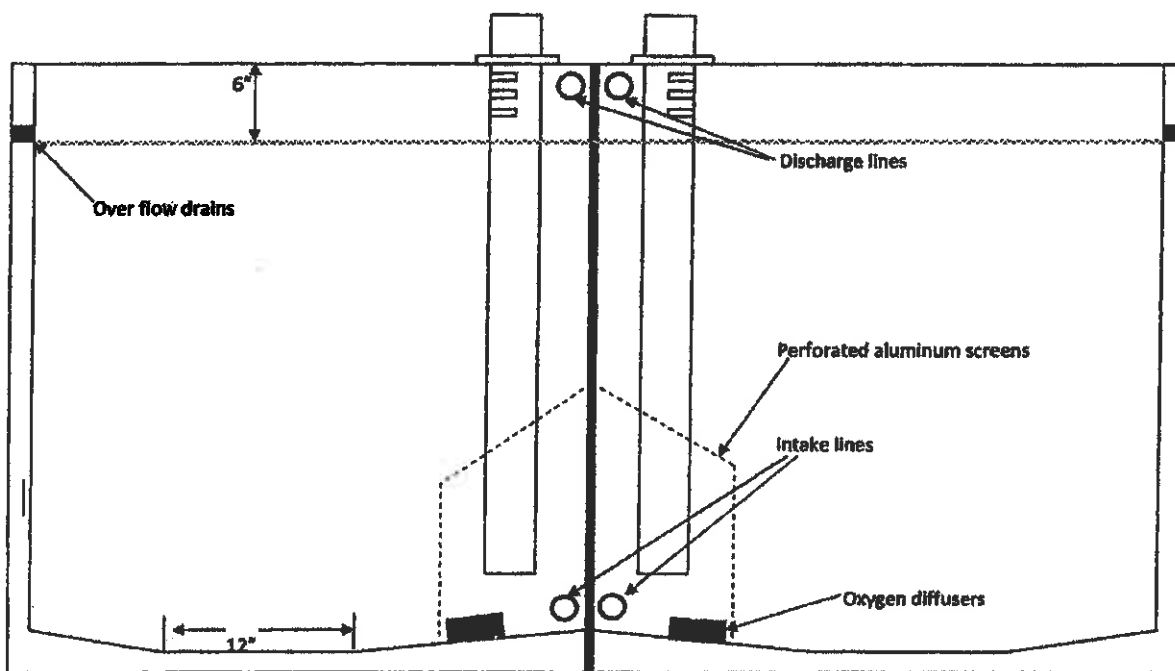
Attachment A

Figure #8



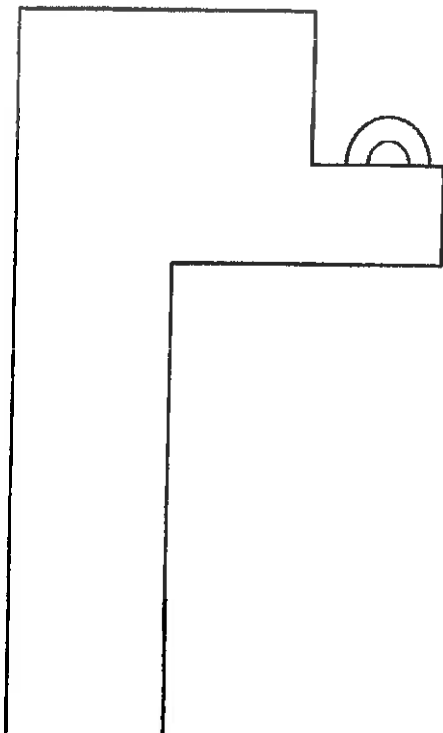
Attachment A

Figure #7



Attachment A

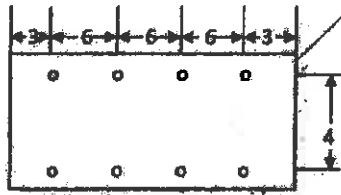
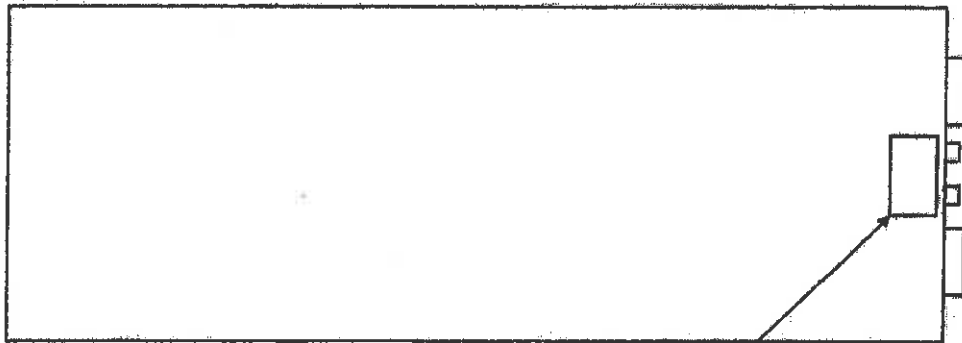
Figure #6



Attachment A

Figure # 5

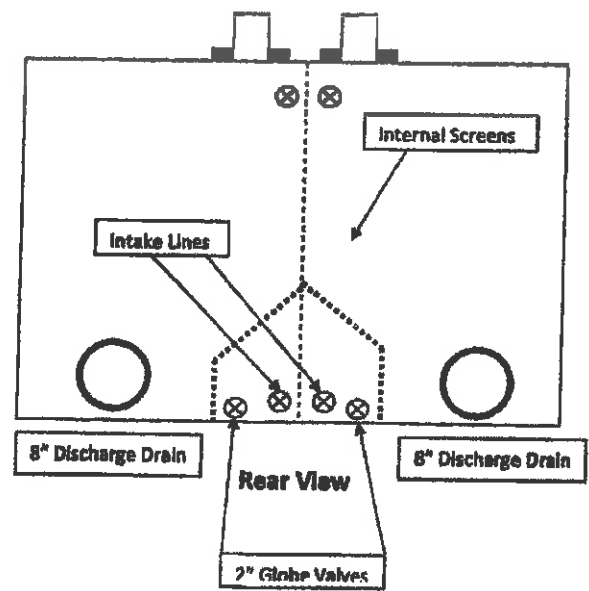
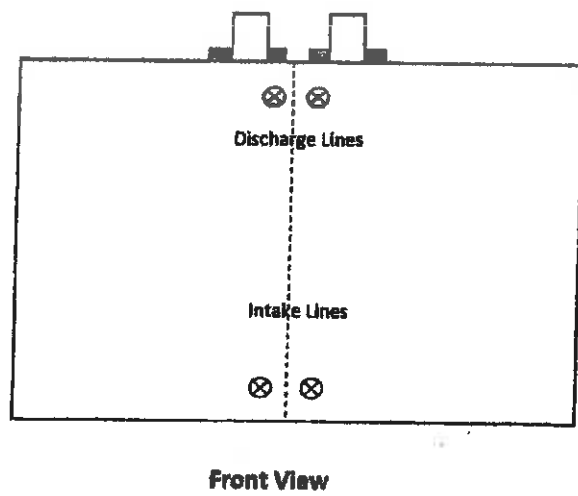
Top View



24" X 6" X 1/2"

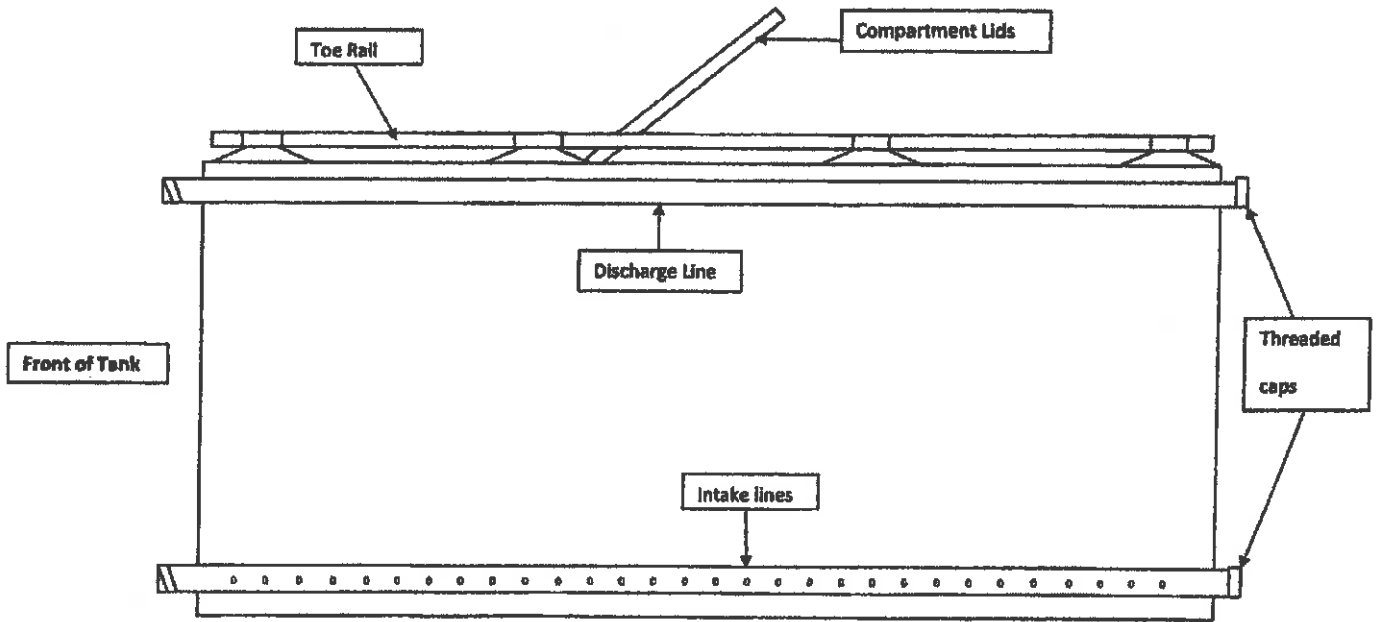
Attachment A

Figure #4



Attachment A

FIGURE #3

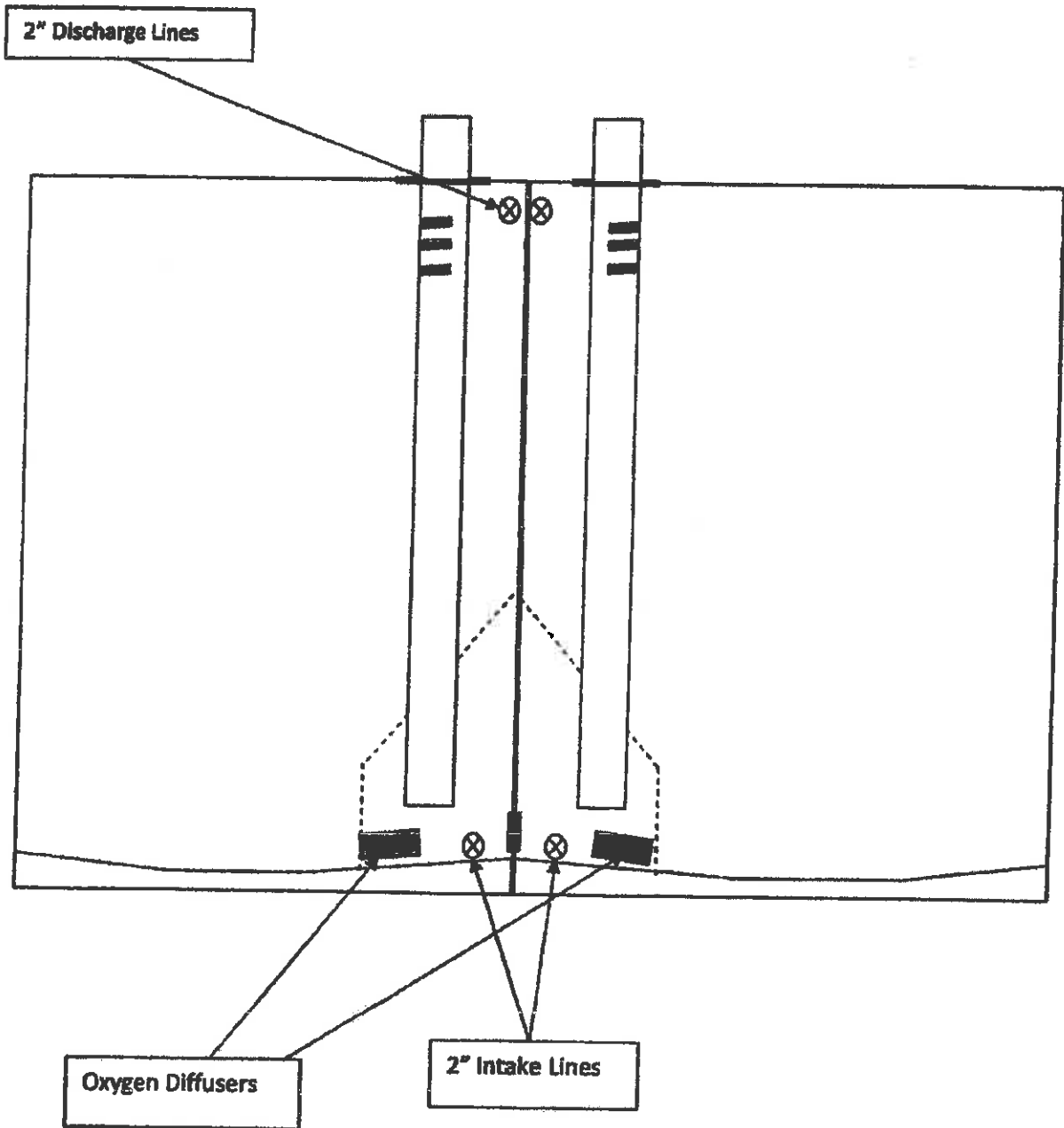


Note:
Toe rail must be installed on the sides and back of tank

Side View

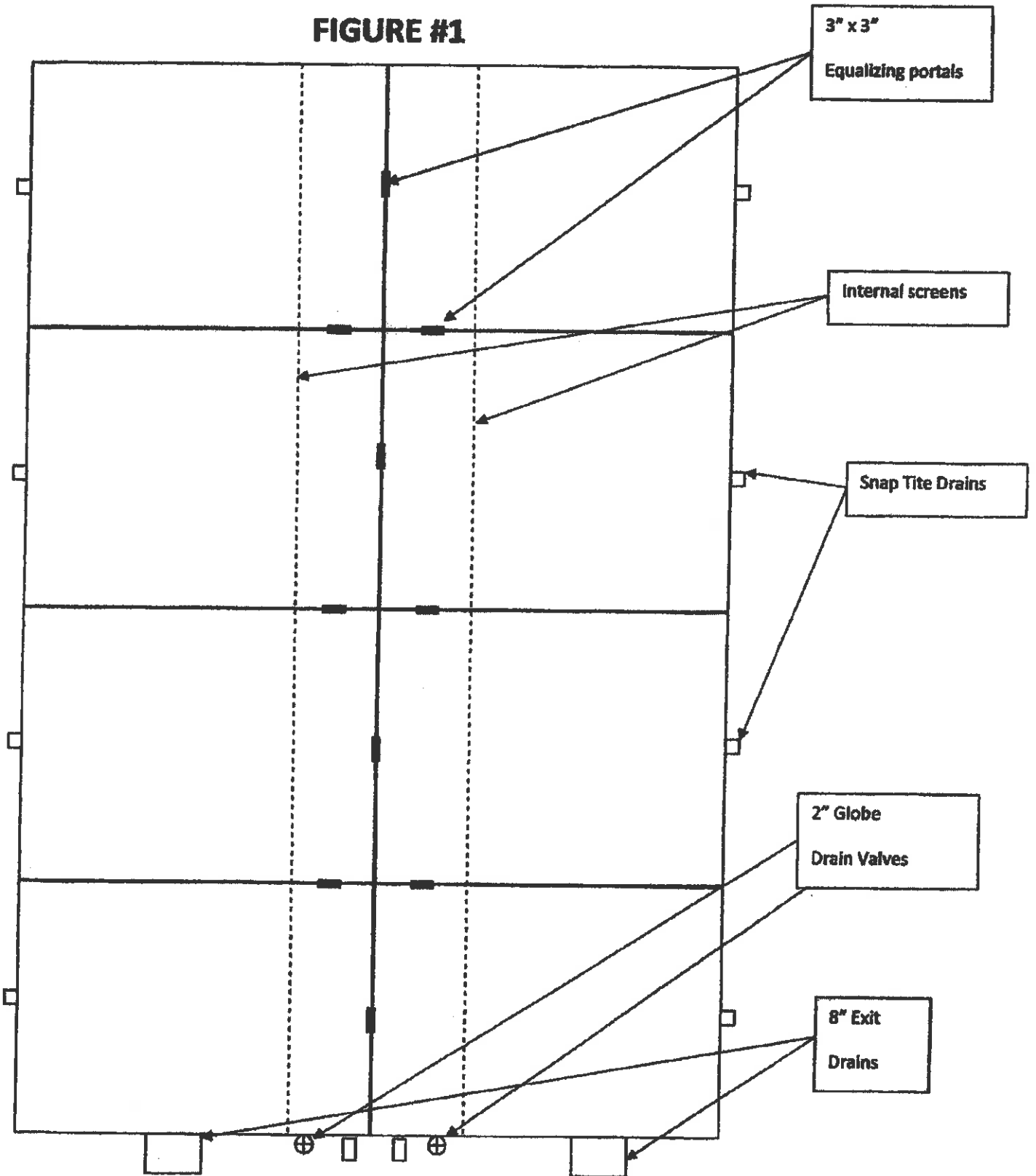
Attachment A

Figure #2



Attachment A

FIGURE #1



Distribution Tank for Spring Run Hatchery

Exhibit A - Pricing Page

Item No.	Description	Unit Cost	Quantity	Extended Cost
1	1,735 gallon, eight compartment aluminum distribution tank with lids, drains, floor, mounting brackets, screens, recirculation system with aeration, oxygen diffuser lines, drain valves, electrical power supply, lifting rings, toe rail, winch mount, conduit for winch, front and rear ladder mounts.	\$ 42,803.00	1	\$ 42,803.00
TOTAL BID AMOUNT				\$ 42,803.00

Delivery Address:

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

South Mill Creek Road approximately six miles until reaching Dorcas Elementary School. Turn left onto Spring Run Road, continue 2 miles.

Hatchery is on left.

LAT: 38.919397; LONG: -79.084090

**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.

ITI TRAILERS AND TRUCK BODIES
Company

Mike Aebly
Authorized Signature

March 28, 2016
Date

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

CERTIFICATION AND SIGNATURE PAGE

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.

ITI TRAILERS AND TRUCK BODIES
(Company)

Mike Alb (SALES)
(Authorized Signature) (Representative Name, Title)

814-634-0000 814-634-5846 3/29/16
(Phone Number) (Fax Number) (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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% 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% 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% 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*.
 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) rescind the contract or purchase order; 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.

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: ITZ TRAILER AND TRUCK BODIES

Signed: Mike Pety

Date: MARCH 28, 2016

Title: SALES

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 exceeds 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: ITI TRAILERS AND TRUCK BODIES

Authorized Signature: *Made Feb* Date: Nov 28, 2016

State of Pennsylvania

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 28 day of MARCH, 2016.

My Commission expires 10/25, 2019.

AFFIX SEAL. **COMMONWEALTH OF PENNSYLVANIA**
NOTARIAL SEAL
HERE Jan K. Firl, Notary Public
Elk Lick Twp., Somerset County
My Commission Expires Oct. 25, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC *Jan K. Firl*
Purchasing Affidavit (Revised 08/01/2015)