



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

Request for Quotation

RFQ NUMBER
DNR212060

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2011				

BID OPENING DATE: 12/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		325-28		
<p>FISH FOOD</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE TROUT FOOD FOR THE DNR HATCHERIES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 11/16/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				DNR212060		
BID OPENING DATE:				12/01/2011		
BID OPENING TIME:				1:00 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR212060 ***** TOTAL: _____						

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SECTION 1
FORMULATION SPECIFICATIONS FOR STARTER DIET

Starter, No.1, No.2 granules

1. Fish food shall be composed of the following items. The final production shall carry the following guaranteed analysis:

Crude protein, not less than 50%
Fish Meal protein, no less than 33%
Crude fat, not less than 17%
Moisture, not more than 10.5% at sack-off

2. Fish meal (not less than 50%₁): Stabilized, maximum fat 12%, maximum moisture 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the Bill of Lading. Different meals may not be combined for use in the feed. Pepsin digestibility less than 92.5%. Maximum allowable salt content shall not exceed 5%.
 - A. Herring meal (minimum protein 67.5%)
 - B. Anchovy fish carcass meal (minimum protein 65%)
3. Wheat feed flour (12.3%): minimum protein 14%, maximum fiber 1.5%.
4. Soy Flour (15%): defatted minimum protein 48.5%, maximum fat 1% (flour must be adequately toasted with protein dispersability index of less than or equal to 20)
5. Dried blood four (10%): minimum protein 80%
6. Trace mineral premix No. 2 (see section 6 of specifications) -- 1#/ton
7. Vitamin premix (see Section 5) of specifications) -- 12#/ton
8. Choline chloride 50% -- 4.5#/ton
9. Ascorbic acid -- 1.5#/ton

10. Fish Oil (12%₁): stabilized with BHA, BHT, or ethoxyquin less than 3% free fatty acids and not to be alkaline reprocessed.

11. Lignon sulphonate pellet binder (0-2%₁) (e.g. Ameribond, Orzan, or equivalent).

1 Fish meal may be increased depending upon protein content but must provide not less than 33% fish protein. Quantity of added oil may be adjusted so that the finished feed shall contain not less than 17% crude fat. Wheat feed flour is to be adjusted to compensate for the above variations.

SECTION 2 FORMULATION SPECIFICATIONS FOR GROWER DIET, GR6-30

No. 3 and No. 4 granules -- option diet for pellets

1. Fish food shall be composed of the following items. Final production shall carry the following guaranteed analysis:

Crude protein, not less than 43.5%
Fish meal protein, not less than 25%
Crude fat, not less than 12%
Crude fiber, not more than 4%
Moisture, not more than 10.5% at sack-off or delivery

2. Fish meal (no less than 35%₁): stabilized, maximum fat 12%, maximum moisture, 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the bill of lading. Pepsin digestibility not less than 92.5%. Different meals may not be combined for use in the feed.

Maximum allowable salt content shall not exceed 5%.

- A. Herring meal (minimum protein 67.5%)
- B. Anchovy fish carcass meal (minimum protein 65%)
- C. Menhaden Fish carcass meal (minimum protein 60%)

3. Wheat standard middlings (18.7%₁): minimum protein 15% maximum fiber 9.5 %.

4. Soybean meal (25%), solvent extracted and dehulled, minimum protein 47.5%. Cottonseed meal, prime quality, minimum protein 48%, solvent extracted and dehulled, not more than 0.04% free gossypol must be used to partially replace soybean meal for 10 to 15% of the total grower diet. No cottonseed meal to be used in broodstock diet.

5. Dried whey (5%) minimum protein 12%, maximum water 6%, maximum ash 10%, maximum salt 3%.
6. Brewers or torula dried yeast (2.5%) minimum protein 35%, maximum fiber 3%.
7. Ring dried blood meal (5%), minimum protein 80%.
8. Trace mineral premix (see Section 6 of specifications) -- 2#/ton
9. Sodium phosphate, monobasic, 21.8% P. -- 20#/ton
10. Vitamin premix (see Sections 5 and 7 specifications) -- 8#/ton.
11. Choline chloride 50% -- 3.5#/ton
12. Ascorbic acid -- 1.5#/ton
13. Fish Oil (7%₁) stabilized with BHA, BHT, or ethoxyquin less than 3% free fatty acids and not to be alkaline reprocessed, minimum amount added.
14. Lignin sulphonate pellet binder (2%) (e.g. Ameribond, Orzan, or equivalent).

1Fish meal may be increased depending upon protein content but must provide not less than 25% fish protein. Quantity of added oil may be adjusted upward only so that finished feed shall contain not less than 12% crude fat. Wheat middlings to be adjusted to compensate for the above variations.

SECTION 3 FORMULATE SPECIFICATIONS FOR GROWER DIET, GR7-30

Option Diet for Pellet Size

1. Fish food shall be composed of the following items. Final product shall carry the following guaranteed analysis:
 - Crude protein, not less than 38.5%
 - Fish meal protein, not less than 17.5%
 - Crude fat, not less than 11%
 - Crude fiber, not more than 5%
 - Moisture, not more than 10.5% at sack-off delivery

2. Fish meal (not less than 25%): stabilized, maximum fat, 12% maximum moisture 10%, stored at the manufacturer's plant no longer than 6 months as indicated by the Bill of Lading. Pepsin digestibility not less than 92.5%. Different meals may not be combined for use in the feed.

Maximum allowable salt content shall not exceed 5%

- A. Herring meal (minimum protein (67.5%)
- B. Anchovy fish carcass meal (minimum protein 65%)
- C. Menhaden fish carcass meal (minimum protein 60%)

3. Wheat standard middlings (31.2%): minimum protein 15%, maximum fiber 9.5%.
4. Soybean meal (15%): Solvent extracted and dehulled, minimum protein 47.5% or cottonseed meal, prime quality, minimum protein 48%, solvent extracted and dehulled, not more than 0.04% free gossypol.
5. Ring dried blood meal (10%): minimum protein 80%.
6. Trace mineral premix No. 2 (see Section 6 or specifications) -- 2#/ton
7. Sodium phosphate, monobasic 21.8% P. -- 20#/ton
8. Vitamin premix (see Section 5 and 7 specifications) -- 8#/ton
9. Choline chloride, 50% -- 3.5#/ton
10. Ascorbic acid -- 1.5#/ton
11. Fish oil (10%), stabilized with BHA, Bht, or ethoxyquin, less than 3% free fatty acid and not to be alkaline reprocessed, minimum amount added.
12. Lignin sulphonate pellet binder (2%) (e.g. Ameribond, Orzan, or equivalent)

1 Fish meal may be increased depending upon protein content but must provide not less than 25% fish protein. Quantity of added oil may be adjusted upward only so that finished feed shall contain not less than 12% crude fat. Wheat middlings to be adjusted to compensate for the above variations.

**SECTION 4
SPECIFICATIONS FOR VITAMIN PREMIX**

Vitamins must meet or exceed the following:

<u>Vitamins</u>	<u>Guaranteed Potency/Pound of Premix (GMS unless otherwise listed)</u>
D Calcium Pantothenate	12.0
Pyridoxine (Pyridoxine HCL)	3.5
Riboflavin	6.0
Niacinamide	25.0
Folic Acid	1.0
Thiamine (thiamine mononitrate)	4.0
Biotin	40.0 mg
Vitamin B12	2.5 mg
Menandione sodium bisulfite complex	1.25
Vitamin E (d or dl alpha tocopherol acetate)	40,000 iu
Vitamin D3, stabilized	50,000 iu
Vitamin A (vitamin A palmitate or acetate) stabilized	750,000 usp

Choline chloride, ascorbic acid, and the vitamin premix are to be stored separately and never mixed one with another before being added to the feed mixture.

The certified vitamin premix is to be supplied by a recognized manufacturer and must show the date of preparation. The vitamin premix to be used is not to be held in storage longer than 4 months after date of preparation.

The vitamin premix is to be made with a wheat or soybean by-produce base. Rice hulls or oat feed are not acceptable.

**SECTION 5
SPECIFICATION FOR TRACE MINERAL PREMIX NO. 2**

<u>Mineral</u>	<u>Guaranteed Analysis of Element (g/lb.mineral mix)</u>
Zinc sulfate (ZNSO - 84 g/lb mineral mix)	34
Manganous sulfate (MnS04 - 25 g/lb of mineral mix)	9.1
Cupric sulfate (CuS04 - 1.75 g/lb of mineral mix)	0.7
Potassium odate (k103-0.38 g/lb of mineral mix)	0.23

An inert carrier can be used to make up the mixture to the pound.
The mineral mixture is to be added at 1.0 pound per ton SD9 and 2.0 pounds per ton for GR6 and GR7.

**SECTION 6
SPECIAL FEEDS**

1. Medicated feed composition shall be that specified in formulation with the addition of 2.5gms of terramycin or oxytetracycline added to each pound of feed.
2. Vitamin boosted feed shall be that specified in Section 3 (Grower Diet) with the addition of 50% vitamin packet as specified in Section 5 (vitamin premix No. 3) with a stability agent to insure quality and freshness during long periods of storage.
3. A combination feed shall be that specified in Section 3 (Grower's Diet) with the addition of 2.5gms of terramycin or oxytetracycline added to each pound of feed plus the addition of a 50 percent vitamin packet a specified in Section 5 (vitamin premix No. 3).
4. Medicated feed composition shall be that specified in Section 2 (GR6-30) and Romet specified in Section 7 #6.
5. Medicated feed composition shall be that specified in Section 3 (GR7-30) and Romet specified in Section 7 #6.

**SECTION 7
ADDITIONAL SPECIFICATIONS AND CONDITIONS**

1. All feed supplied under this contract must meet the complete nutritional requirements of brook, brown, and rainbow trout without supplemental feeding of meat, enriched rations or vitamins. Feed must maintain a conversion of less than 1.7 for yearling trout under normal hatchery conditions.
2. Packed red blood cells, determined by microhaematocrit, must maintain a range between 45 and 55% of total blood volume. Serum protein levels must range between 4.5 and 5% as determined by protein refractometer.
3. The State reserves the right to request approximate diet analysis inclusive of calcium and phosphorus on any lot of feed being sent to West Virginia hatcheries.

Manufacturing Plant and Methods

4. Good Manufacturing Practices:

The contractor's mill, equipment and manufacturing procedures must comply with the FDA's Good Manufacturing Practices prepared by Robert A. Wilcox, Grain Science and Industry, Kansas State University, Manhattan, Kansas.

5. Vitamin Premix Preparation and Blending:

Premix shall be added at the rate of 8 pounds per ton. Premix can be contained in the diet to a quantity of 4 percent of the total mix. The blend shall be added to the batch mixer midway in the loading of the feed ingredients.

6. Romet medicated feed to meet the following specifications:

Protein, %	Min.	38
Fat, %	Min.	12
Fiber, %	Max.	4
Moisture, %	Max.	12
Ash, %	Max.	9.0

Medication Formula: Palatability formula to contain 1.273 g/lb sulfadimethoxine (0.28%) and 0.254 g/lb ormetoprim (0.56%). Administered dosage at 1.5% body weight.

7. Grinding:

Ingredients shall be carefully and thoroughly mixed and pulverized. The mixture to pass 100% through a U.S. screen size 20 and 90% through a US screen size 30. All other mixtures to pass 100% through a U.S. screen size 16 and 90% through a US screen size 20.

8. Pelleting:

- (a) the feed mixture shall be processed into pellets, using live dry steam to produce the proper textured pellets. The pellets must be soft enough for the fish to take and retain, yet firm enough to hold together in packaging, transporting, storage and when placed in water.
- (b) If necessary a lignin binder, durabond or equal, may be used at a level not exceed 2% by substituting for an equivalent weight of middlings to aid in producing proper textured pellets.

Standard Pellet Sizes

3/32" diameter x 3/32" long
1/8" diameter x 1/8" long
5/32" diameter x 5/32" long
3/16" diameter x 3/16" long
1/4" diameter x 1/4" long

- (c) No more than 1% of the pelleted feed shall be unusable dust or fines.

9. Granules:

- (a) Granules shall be made by cracking pellets, then screening out the granules to the sizes indicated. Starter No. 1, and No. 2 granules to be cracked by 1/8" diameter pellets. No. 3 and No. 4 granules to be cracked from 3/16" diameter pellets.

Granule Size		Standard Granules Size	US Screen Size
Starter	To pass through	595 microns	30
	To pass over	429 microns	40
No. 1	To pass through	841 microns	20
	To pass over	595 microns	30
No. 2	To pass through	1.9 mm	16
	To pass over	841 microns	20
No. 3	To pass through	2.0 mm	10
	To pass over	1.19 mm	16
No. 4	To pass through	3.36 mm	6
	To pass over	2.0 mm	10

- (b) Starter, No. 1 and No. 2 granules shall be spray coated with not less than 6 percent oil as defined in Section 1. Prior to bagging, the feed must be re-screened through a coarse screen to remove lumps. The Starter, No. 1 and No. 2 granules which are not spray coated will not be accepted.
- (c) The granules shall be sized to contain 85% correct sized granules. Dust content (dust defined as particles passing through 595 micron screen) not to exceed 2% at the receiving hatchery.

10. Packaging:

The feed shall be packed in 50-pounds branded plastic bags with 6 inches side gussets. Bags with similar stacking and leak-proof qualities may be substituted

11. Delivery:

(a) The feed shall be furnished in 12,000 to 45,000 pound lots as requested by the Division of Natural Resources with deliveries to hatcheries located at Berkeley Springs, Petersburg, Franklin, Princeton, Elkins, Dorcas, and Marlinton, WV.

(b) Prompt delivery and performance are of the essence of this contract. Seventy-two hour advance notice of delivery date is required. Delivery will be required within 21 calendar days of the ordering date. The contractor must arrange this shipment schedule to avoid deliveries on Saturday, Sunday, or State holidays. Shipments shall be scheduled to arrive no later than 2 PM Monday through Friday. Feed trucks arriving after 2 PM will not be unloaded until the following work day.

(c) All delivery of fish food made under this contract shall be made only by authorized carriers or contractor-owned trucks holding permits or certification from appropriate regulatory bodies.

(d) All feed shall be loaded on suitable trucks at the feed mill and delivered direct on the same trucks unless otherwise specified in the bidding schedule.

(e) Only feed from the current quarterly production is to be delivered to the hatcheries. Feed stored from previous production will not be accepted.

12. Contamination:

The ingredients and finished feeds shall be wholesome, clean materials free from filth, noxious chemicals and foreign materials

Pricing Sheet

Item Number	Description	Unit Cost Per Pound	Estimated Quantity	Extended Cost
1	Starter (No. 0) Section 1		2,000	
2	Fine Fry (No. 1) Section 1		5,000	
3	Course Fry (No. 2) Section 2		10,000	
4	Small Fingerlings (No. 3) Section 2		15,000	
5	Medium Fingerling (No. 4) Section 3		26,000	
6	Large Fingerling (3/32", 1/8") GR6-30 Section 2		150,000	
7	Yearling Trout (5/32" 3/16") GR7-30 Section 3		300,000	
8	Yearling Trout (Double Vitamin) Section 6 #3		400,000	
9	Broodstock (1/4") GR7-30 Section 3		10,000	
10	Broodstock Double Vitamin (1/4") Section 6 #3		2,000	
11	Small Fingerling (No. 3) Section 6 #1		5,000	
12	Medium Fingerling (No. 4) Section 6 #1		5,000	
13	Large Fingerling Medicated TM GR6-30 Section 6 #4		40,000	
14	Yearling Medicated TM GR7-30 Section 6 #1 (3/16, 1/8)		40,000	
15	Yearling Medicated (3/32") Romet GR6-30 Section 6 #4		40,000	
16	Yearling Medicated (5/32") Romet GR7-30 Section 6 #5		40,000	
17	Large Fingerling (3/32", 1/8") GR6-30 Double Vitamin Slow Sinking		20,000	
18	Yearling Trout (5/32", 3/16") GR7-30 Double Vitamin Slow Sinking		290,000	

Total \$ _____

** The quantities listed above are estimates to be used for bidding purposes only. Actual quantities may vary and will be released to the successful vendor at the time of order releases.

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.

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: _____ Signed: _____
 Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DNR 212060

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____