



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
11/21/2011				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.01 ***** ADDENDUM ISSUED TO DISTRIBUTE THE QUESTIONS AND ANSWERS RESULTING FROM THE TECHNICAL QUESTIONS PERIOD ENDING 11/16/2011. BID OPENING DATE REMAINS 12/01/2011 WHILE THE TIME HAS BEEN CHANGED TO 1:30 PM. ***** NO OTHER CHANGES *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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.html 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).

Addendum #1
DNR212060

Feed Specification Questions:

1. Is feed to be floating or sinking?

Answer: See attached. **ATTACHMENT NUMBER ONE**

2. Is feed to be extruded or pelleted?

Answer: See attached. **ATTACHMENT NUMBER ONE**

3. For the sizes 3's & 4's – (items 4,5,11 and 12) would our extruded mini pellets which are 1.5 mm and 2.0 mm be acceptable?

Answer: Yes.

4. Regarding the plastic bags, specifications indicate plastic bags with 6" side gussets. Our bags would be a 3 ply brown paper bag with a 5" gusset. Would these be acceptable?

Answer: Yes, if they are plastic lined or coated on the inside.

Delivery Questions:

1. With regard to delivery, would it be possible to get names and street addresses of all the hatchery locations?

Answer: See attached. **ATTACHMENT NUMBER TWO**

2. Do hatcheries require large pallets (40" x 48") or small pallets (usually stack 10 bags/pallet)?

Answer: Bowden and Reeds Creek can use large pallets; other hatcheries need the smaller pallets.

3. Are there any delivery restrictions for any of the hatcheries? If so, what are they?

Answer: See attached. **ATTACHMENT NUMBER TWO**

4. Can you provide quantities of each feed purchased previously for the past 2 years, especially the medicated feed? Example: What is the smallest quantity ordered at one time of any feed?

Answer: See attached. **ATTACHMENT NUMBER THREE**

ATTACHMENT NUMBER ONE

Item Number	Description	Type of Feed (crumbles, pellet/extruded)	Floating/Sinking
1	Starter (No. 0) Section 1	Crumbles	Sinking
2	Fine Fry (No. 1) Section 1	Crumbles	Sinking
3	Course Fry (No. 2) Section 2	Crumbles	Sinking
4	Small Fingerlings (No. 3) Section 2	Crumbles	Sinking
5	Medium Fingerling (No. 4) Section 3	Pellet	Sinking
6	Large Fingerling (3/32", 1/8") GR6-30 Section 2	Pellet	Sinking
7	Yearling Trout (5/32" 3/16") GR7-30 Section 3	Either	Sinking
8	Yearling Trout (Double Vitamin) Section 6 #3	Either	Sinking
9	Broodstock (1/4") GR7-30 Section 3	Either	Sinking
10	Broodstock Double Vitamin (1/4") Slow Sinking Section 6 #3	Either	Sinking
11	Small Fingerling (No. 3) Section 6 #1	Pellet	Sinking
12	Medium Fingerling (No. 4) Section 6 #1	Pellet	Sinking
13	Large Fingerling Medicated TM GR6-30 Section 6 #4	Pellet	Sinking
14	Yearling Medicated TM GR7-30 Section 6 #1 (3/16, 1/8)	Pellet	Sinking
15	Yearling Medicated (3/32") Romet GR6-30 Section 6 #4	Either	Sinking
16	Yearling Medicated (5/32") Romet GR7-30 Section 6 #5	Either	Sinking
17	Large Fingerling (3/32", 1/8") GR6~30 Double Vitamin Slow Sinking	Extruded	Slow Sinking
18	Yearling Trout (5/32", 3/16") GR7-30 Double Vitamin Slow Sinking	Extruded	Slow Sinking

ATTACHMENT NUMBER TWO

Special Instructions for Feed Delivery and Driving Directions:

Bowden: LAT: 38.910856; LONG: -79.715334

Special Instructions: No pallets over 2500 lbs. total weight.

Directions: From Harman -- take 22 West. Once off of mountain you will pass the Bowden Post Office on your right. Take the next road on right, it is marked "Bowden Fish Hatchery". Road is before you get to the 4 lane. Hatchery is on left approximately 1 mile.

Edray: LAT: 38.270493; LONG: -80.105305

Special Instructions: Delivery truck needs to have regular trailer (no bottom dump). Requires ramp and hand cart for delivery.

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

Reeds Creek: LAT: 38.739491; LONG: -79.347390

Special Instructions: Must have pallet jack.

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

Ridge: LAT: 39.463623; LONG: -78.311689

Special Instructions: Liftgate delivery. Hand Cart and Ramp required.

Directions: hatchery is on Rt. 522 about 12.051 miles from intersection of Rt. 9 and Rt. 522. Hatchery is on the left about 1.5 miles before the Virginia State Line. The 3/16" must come off truck first when it delivers. 5/32" must be on the nose of trailer.

ATTACHMENT NUMBER TWO

Spring Run: LAT: 38.919397; LONG: -79.084090

Special Instructions: Requires Ramp for delivery.

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

Tate Lohr: LAT: 37.323299; LONG: -80.919157

Special Instructions: Requires Ramp for delivery. Must be delivered on flatbed truck. Feed needs to be offloaded onto a smaller truck for delivery. Pick up Budget Rental (see directions).

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

ATTACHMENT NUMBER THREE

Item Number	Description	Pounds Used 1/2010-11/2011
*1	Starter (No. 0) Section 1	850
2	Fine Fry (No. 1) Section 1	4,250
3	Course Fry (No. 2) Section 2	7,900
4	Small Fingerlings (No. 3) Section 2	16,850
5	Medium Fingerling (No. 4) Section 3	22,550
6	Large Fingerling (3/32", 1/8") GR6-30 Section 2	52,000
7	Yearling Trout (5/32" 3/16") GR7-30 Section 3	76,500
8	Yearling Trout (Double Vitamin) Section 6 #3	153,350
9	Broodstock (1/4") GR7-30 Section 3	3,000
10	Broodstock Double Vitamin (1/4") Slow Sinking Section 6 #3	81,500
11	Small Fingerling (No. 3) Section 6 #1	300
12	Medium Fingerling (No. 4) Section 6 #1	800
13	Large Fingerling Medicated TM GR6-30 Section 6 #4	13,000
14	Yearling Medicated TM GR7-30 Section 6 #1 (3/16, 1/8)	109,200
15	Yearling Medicated (3/32") Romet GR6-30 Section 6 #4	2,200
16	Yearling Medicated (5/32") Romet GR7-30 Section 6 #5	24,300
17	Large Fingerling (3/32", 1/8") GR6~30 Double Vitamin Slow Sinking	97,200
18	Yearling Trout (5/32", 3/16") GR7-30 Double Vitamin Slow Sinking	1,240,950
* Smallest amount of feed ordered for one specific item number: Item #1 (starter) 50 lbs.		