



State of West Virginia
Request For Quotation
Miscellaneous

Procurement Folder : 422236

Document Description : Addendum No.1 Open-End Contract for Trout Food

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-02-20	2018-03-01 13:30:00	ARFQ 0310 DNR1800000037	2	Draft

BID RESPONSE	Vendor Name, Address and Telephone
DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<i>Melick Aquafeeds, Inc.</i> <i>75 Orchard Drive</i> <i>Catawissa, PA 17820 510-356-2522</i>

FOR INFORMATION CONTACT THE

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Signature X

FEIN #

23-3041916

DATE

2/27/18

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

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Starter Crumble (No. 0)	1000.00000	LB	.95	\$ 950.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
 Per specifications outlined in 4.1.3.1.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Starter Crumble (No. 0) Medicated Additive Terramycin TM200	100.00000	LB	1.25	\$ 125.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
 Per specifications outlined in 4.1.3.2.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Starter Crumble (No. 0) Medicated Additive Aquafor	100.00000	LB	1.65	\$165.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.3.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	Starter Crumble (No. 0) Medicated Additive Romet 30	100.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.1.3.4.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Starter Crumble (No. 0) Medicated Additive Romet TC	100.00000	LB	1.90	\$190.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.5.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	Starter Granules (No. 1)	5000.00000	LB	.95	\$4750.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.6.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	Starter Granules (No.1) Medicated Additive Terramycin TM200	300.00000	LB	1.25	\$375.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.7.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	Starter Granules (No. 1) Medicated Additive Aquaflor	300.00000	LB	1.65	\$ 495.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.8.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	Starter Granules (No. 1) Medicated Additive Romet 30	300.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.1.3.9.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	Starter Granules (No. 1) Medicated Additive Romet TC	300.00000	LB	1.90	\$ 570.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.10.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	Starter Granules (No. 2, 0.8 mm)	10000.00000	LB	.95	\$ 9500.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.11.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	Starter Granules(No. 2, 0.8 mm)Medicated Additive Terramycin	500.00000	LB	1.25	\$ 625.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.12.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
ELKINS	No City
US	US
WV26241	WV 99999

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
13	Starter Granules (No. 2, 0.8 mm) Medicated Additive Aquaflo	500.00000	LB	1.65	\$825.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.13.

BUYER TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
14	Starter Granules (No. 2, 0.8 mm) Medicated Additive Romet 30	500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.1.3.14.

BUYER TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
15	Starter Granules (No. 2, 0.8 mm) Medicated Additive Romet TC	500.00000	LB	1.90	\$950.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		50/15

Extended Description
Per the specifications outlined in 4.1.3.15.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
16	Grower Diet (1.0 mm)	10000.00000	LB	1.567	\$50670.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.1.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
17	Grower Diet (1.0 mm) Medicated Additive Terramycin TM200	1000.00000	LB	1.00	\$1000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.2.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
18	Grower Diet (1.0 mm) Medicated Additive Aquaflor	1000.00000	LB	1.35	1350. ⁰⁰

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.3.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
19	Grower Diet (1.0 mm) Medicated Additive Romet 30	500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.4.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
20	Grower Diet (1.0 mm) Medicated Additive Romet TC	500.00000	LB	1.65	825. ⁰⁰

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlines in 4.2.4.5.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
21	Grower Diet (1.5 mm)	26000.00000	LB	1.567	\$14742. ⁰⁰

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.6.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
22	Grower Diet (1.5 mm) Medicated Additive Terramycin TM200	3000.00000	LB	1. ⁰⁰	\$3000. ⁰⁰

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.7.

INVOICE TO DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		SHIP TO STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
23	Grower Diet (1.5 mm) Medicated Additive Aquaflor	3000.00000	LB	1.35	\$4050.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.8

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
24	Grower Diet (1.5 mm) Medicated Additive Romet 30	1500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.9.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
25	Grower Diet (1.5 mm) Medicated Additive Romet TC	1500.00000	LB	1.65	\$2475.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.10.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
26	Grower Diet (2.0 mm)	50000.00000	LB	.567	\$28350.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.11.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
27	Grower Diet (2.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	1.00	\$5000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.12.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
28	Grower Diet (2.0 mm) Medicated Additive Aquaflor	5000.00000	LB	1.35	\$ 6750.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.13.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
29	Grower Diet (2.0 mm) Medicated Additive Romet 30	2500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.14.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
30	Grower Diet (2.0 mm) Medicated Additive Romet TC	2500.00000	LB	1.65	\$ 4125.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.15.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
31	Grower Diet (3.0 mm)	100000.00000	LB	1.507	\$506700.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.16

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
32	Grower Diet (3.0 mm) Medicated Additive Terramycin TM200	10000.00000	LB	1.00	\$10000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.17.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
33	Grower Diet (3.0 mm) Medicated Additive Aquaflor	10000.00000	LB	1.35	\$ 13500.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.18.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
34	Grower Diet (3.0 mm) Medicated Additive Romet 30	5000.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.19.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
35	Grower Diet (3.0 mm) Medicated Additive Romet TC	5000.00000	LB	1.65	\$ 8250.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.20.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
36	Grower Diet (4.0 mm)	200000.00000	LB	.567	\$113400.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.21.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
37	Grower Diet (4.0 mm) Medicated Additive Terramycin TM200	20000.00000	LB	1.00	\$20000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.22.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
38	Grower Diet (4.0 mm) Medicated Additive Aquaflor	20000.00000	LB	1.35	\$ 27000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.23.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
39	Grower Diet (4.0 mm) Medicated Additive Romet 30	10000.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.24.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
40	Grower Diet (4.0 mm) Medicated Additive Romet TC	10000.00000	LB	1.65	\$ 16500.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.25.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
41	Grower Diet (4.0 mm) Pigment Additive Carophyll Pink 10%	20000.00000	LB	.647	\$ 12940.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.26.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
42	Grower Diet (4.0 mm) Pigment Additive Carophyll Red 10%	20000.00000	LB	.617	\$ 12340.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.27.

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
43	Grower Diet (5.0 mm)	500000.00000	LB	1.507	\$ 283500.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.28.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
44	Grower Diet (5.0 mm) Medicated Additive TerramycinTM200	50000.00000	LB	1.00	50000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.29.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
45	Grower Diet (5.0 mm) Medicated Additive Aquaflor	50000.00000	LB	1.35	67500.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.30.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
46	Grower Diet (5.0 mm) Medicated Additive Romet 30	25000.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.31.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
47	Grower Diet (5.0 mm) Medicated Additive Romet TC	25000.00000	LB	1.65	\$ 41250.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.32.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
48	Grower Diet (5.0 mm) Pigment Additive Carophyll Pink 10%	40000.00000	LB	.647	\$ 25880.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.33.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
49	Grower Diet (5.0 mm) Pigment Additive Carophyll Red 10%	40000.00000	LB	.617	24680.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.34.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
50	Grower Diet (6.0 mm)	50000.00000	LB	.567	28350.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.35

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
51	Grower Diet (6.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	1.00	5000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.36.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
52	Grower Diet (6.0 mm) Medicated Additive Aquaflor	5000.00000	LB	1.35	6750.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.37.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
53	Grower Diet (8.0 mm) Medicated Additive Romet 30	2500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.38.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
54	Grower Diet (8.0 mm) Medicated Additive Romet TC	2500.00000	LB	1.65	\$ 4125.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.38.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
55	Grower Diet (6.0 mm) Pigment Additive Carophyll Pink 10%	40000.00000	LB	1.647	25880.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.40.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
56	Grower Diet (6.0 mm) Pigment Additive Carophyl Red 10%	40000.00000	LB	.617	\$24680.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.41.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
57	Grower Diet (7.0 mm)	50000.00000	LB	.567	\$28350.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.42.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
58	Grower Diet (7.0 mm) Medicated Additive Terramycin TM200	5000.00000	LB	1.00	\$5000.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.43.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
59	Grower Diet (7.0 mm) Medicated Additive Aquafior	5000.00000	LB	1.35	\$6750.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.44.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
60	Grower Diet (7.0 mm) Medicated Additive Romet 30	2500.00000	LB	N/A	N/A

Commodity Code	Manufacturer	Model #	Specification
10121700			

Extended Description
Per the specifications outlined in 4.2.4.45.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV28241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
61	Grower Diet (7.0 mm) Medicated Additive Romet TC	2500.00000	LB	1.65	\$4125.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.46.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV28241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
62	Grower Diet (7.0 mm) Pigment Additive Carophyl Pink 10%	40000.00000	LB	.647	\$25880.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.47.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV28241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
63	Grower Diet (7.0 mm) Pigment Additive Carophyl Red 10%	40000.00000	LB	.617	\$ 24680.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		45/19

Extended Description
Per the specifications outlined in 4.2.4.48..

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
64	Brood Diet (6.5 mm)	5000.00000	LB	.583	\$ 2915.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		43/10

Extended Description
Per the specifications outlined in 4.3.3.1.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
65	Brood Diet (7.5 mm)	30000.00000	LB	\$.583	\$ 17490.00

Commodity Code	Manufacturer	Model #	Specification
10121700	Melick		43/10

Extended Description
Per the specifications outlined in 4.3.3.2.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Question Deadline 9am	2018-02-15

DNR1800000037	Document Phase Draft	Document Description Wildlife Resources Open-End Contract for Trout Food	Page 28 of 28
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR1800000037
Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted Questions and Agency Response
2. Verify details of shipping locations and delivery instructions see Attachment B.
3. Extend bid opening date to March 1, 2018

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

Attachment A

**ADDENDUM NO. 01
REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for Trout Food**

RESPONSE TO VENDOR QUESTIONS

Vendor Question No. 1:

Could you please clarify minimum amounts for delivery?

Agency Response:

Feed must be delivered in quantities minimum of 12,000 pounds per delivery.

Vendor Question No. 2:

Could you please clarify if any hatcheries require small pallet delivery?

Agency Response:

Delivers to Ridge and Tate Lohr hatchery must be limited to a pallet of 500 lbs. (See ATTACHMENT B for Feed Delivery and Driving Directions)

Vendor Question No. 3:

Could you please clarify if any hatcheries have special delivery requirements?

Agency Response:

(See ATTACHMENT B for Feed Delivery and Driving Directions)

Vendor Question No. 4:

What is considered to be an "emergency order"?

Agency Response:

Emergency orders are considered all orders of medicated feed. These orders must be delivered in 5 business day.

Attachment B

Instructions for Feed Delivery:

BOWDEN HATCHERY: 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 HATCHERY: 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.

ELKINS OPERATIONS CENTER: LAT: 38.8958 LONG: -79.8591

Special Instructions: No pallets over 2500 lbs. total weight

Directions: Route 250 South from Elkins. Right on Ward Road (CR23). Turn right 0.7 miles to West Virginia Division of Natural Resources Operations Center.

REEDS CREEK HATCHERY: 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 HATCHERY: LAT: 39.463623; LONG: -78.311689

Special Instructions: Liftgate delivery. Hand Cart and Ramp required. No pallets over 500 lbs.

Directions: Ridge 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 B

SPRING RUN HATCHERY: LAT: 38.919397; LONG: -79.084090

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

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

TATE LOHR HATCHERY: LAT: 37.323299; LONG: -80.919157

Special Instructions: Maximum of two (2) shipment to this location per year, Requires Ramp for delivery. Must be delivered on flatbed truck. Feed needs to be offloaded onto a smaller truck for delivery. Pick up style truck needed to complete delivery. No pallets over 500 lbs.

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 Division of Natural Resources.

**Addendum No. 01
Wildlife Resources
Open-End Contract for Trout Food
ARFQ - DNR180000037
Folder #422236
Dated: February 20, 2018**

The bid opening date is extended to March 1, 2018, at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR1800000037

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 checked="" 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.

Melick Animal Feeds, Inc
Company

Michael Dorala
Authorized Signature

2/27/18
Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
West Virginia Division of Natural Resources
Agency Formal Procurements

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY pre-bid meeting will be held at the following place and time:

A MANDATORY pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 15, 2018, at 9:00am

Submit Questions to:

West Virginia Division of Natural Resources

Property and Procurement Office Attention: Angela White Negley

South Charleston, WV 25303

Fax: (304) 558-2165

Email: angela.w.negley@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office 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:

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

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

SEALED BID:

BUYER: Angela White Negley
SOLICITATION NUMBER: ARFQ DNR18*37
SOLICITATION CLOSING DATE: February 23, 2018
SOLICITATION CLOSING TIME: 1:30pm
FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 convenience copies of each to the Property and Procurement Office at the address shown above. 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 ARFP)

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

Bid Opening Date and Time: February 23, 2018, at 1:30pm

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

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

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

10. 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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

- 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 W. Va. Code § 5A-3-37 and the W. Va. Code R. 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 W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- 20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

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

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

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

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Formal Procurements**

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency"** means the West Virginia Division of Natural Resources.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
 - 2.5. "Property and Procurement Office"** means the section within the Division headed by the Chief Procurement Officer and its personnel.
 - 2.6. "Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.7. "Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
 - 2.9. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.10. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
 - 2.11. "Will", "Shall" and "Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon purchase order award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office 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 (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

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

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) 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, and Attorney General's office.

6. **EMERGENCY PURCHASES:** Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute 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.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be received by the Property and Procurement Office 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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of:

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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 Chief Procurement Officer 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 Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. 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. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

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

25. 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.

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

27. 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 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

28. 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.

29. 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.

30. 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.

31. 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>.

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

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

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

33. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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

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 hearth, 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 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____
Contractor's License No.: WV- _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michele Masala, VP
(Name/Title)
Michele Masala, VP
(Printed Name and Title)
75 Orchard Drive Catawissa, PA 17820
(Address)
570-356-2522 570-356-2599
(Phone Number) / (Fax Number)
mmasala@ptd.net
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Melick Aquafoods, Inc.
(Company)
Michele Masala, VP
(Authorized Signature) (Representative Name, Title)
Michele Masala, VP
(Printed Name and Title of Authorized Representative)
2/16/18
(Date)
570-356-2522 570-356-2599
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for Trout Food

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section to establish an open-end contract for trout food.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Agency 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
 - 2.4 **“Extruded Formula”** means floating or sinking aquatic feed formed through the process of extrusion. This process is a high temperature short time (HTST) heating process that minimizes the degradation of food nutrients while improving the digestibility of protein and starches.
 - 2.5 **“BHT”** means Butylated Hydroxytoluene.
 - 2.6 **“BHA”** means Butylated Hydroxyanisol.
 - 2.7 **“Terramycin®200”** means a broad-spectrum anti- infective with a specially designed formula for fish. It has been proven highly effective in controlling diseases caused by Gram-positive and Gram- negative organisms.
 - 2.8 **“Aquaflor®”** means antimicrobial feed specially designed for aquaculture.
 - 2.9 **“Carophyll Pink 10% Astaxanthin”** means a natural color pigment used as an additive in fish food to naturally enhance fish color.
 - 2.10 **“Carophyll Red 10% - means Canthaxantin”** means a natural color pigment used as an additive in fish food to naturally enhance fish flesh color.

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2.11 "Romet@30" means an antimicrobial powder containing sulfadimethoxine with an ormetoprim potentiator that must be mixed with fish feed at the feed mill.

2.12 "Romet@TC" means Romet@ "Top Coat", an antimicrobial powder containing sulfadimethoxine with an ormetoprim potentiator that must be applied to the exterior of the fish feed at the feed mill.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing is. Contract items must meet or exceed the mandatory requirements as shown below.

3.1.1 TROUT FOOD

3.1.1.1 Fish meal must be comprised of the ingredients and specifications listed in Appendix A.

3.1.1.2 Vitamin premix must have a wheat or soybean base and must have the guaranteed analysis listed in Appendix B. Vitamin premix must not be stored longer than 90 days after date of preparation.

3.1.1.3 Trace mineral premix must have guaranteed analysis listed in Appendix C.

3.1.1.4 Medicated additives must be added in specified concentration as indicated in Appendix D.

3.1.1.5 Carotenoid pigment additives must be added in specified concentrations as indicated in Appendix E.

3.1.1.6 Granule Sizes must pass through and over specific US screens sizes listed in Appendix F.

3.1.1.7 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 minimum conversion of 1.4 for yearling trout under normal hatchery conditions.

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3.1.1.8 Feed must be manufactured no more than (30) thirty days prior to shipment.

3.1.1.9 The West Virginia Division of Natural Resources reserves the right to analyze composition of any shipment of feed being sent to West Virginia hatcheries.

3.1.2 Formulation Specification for Starter Diet

3.1.2.1 Minimum Crude protein 50%
Minimum Fish Meal protein 33%
Minimum Crude fat 15%
Maximum Moisture 12.0% at bagging and delivery

3.1.2.2 Starter diet must be composed of the follow items:
Fish Meal (50% Minimum)
Wheat Flour (13% Maximum)
Soy Flour (15% Maximum)
Fish Oil (12%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed
Ring Dried Blood Meal (10% Minimum)
Trace mineral premix (1 lb / ton)
Vitamin premix (12 lb / ton)
Choline chloride (50%) (4.5 lb / ton)
Ascorbic acid (1.5 lb / ton)
Lignon sulphonate binder (2% Maximum)

3.1.2.3 Starter diet must be available with and without medicated additives in the following sizes: Starter, No. 1 and No. 2 (0.8 mm) sizes.

3.1.2.3.1 Must include starter crumble (No.0).

3.1.2.3.2 Must include starter crumble (No.0) with medicated additive Terramycin® TM 200.

3.1.2.3.3 Must include starter crumble (No.0) with medicated additive Aquaflor®.

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- 3.1.2.3.4** Must include starter crumble (No.0) with medicated additive **Romet® 30**.
- 3.1.2.3.5** Must include starter crumble (No.0) with medicated additive **Romet® TC**.
- 3.1.2.3.6** Must include starter granule (No.1)
- 3.1.2.3.7** Must include starter granule (No.1) with medicated additive **Terramycin® TM 200**.
- 3.1.2.3.8** Must include starter granule (No.1) with medicated additive **Aquaflor®**.
- 3.1.2.3.9** Must include starter granule (No.1) with medicated additive **Romet® 30**.
- 3.1.2.3.10** Must include starter granule (No.1) with medicated additive **Romet® TC**.
- 3.1.2.3.11** Must include starter granule (No.2, 0.8mm).
- 3.1.2.3.12** Must include starter granule (No.2,0.8mm) with medicated additive **Terramycin® TM 200**.
- 3.1.2.3.13** Must include starter granule (No.2,0.8mm) with medicated additive **Aquaflor®**.
- 3.1.2.3.14** Must include starter granule (No.2, 0.8mm) with medicated additive **Romet® 30**.
- 3.1.2.3.15** Must include starter granule (No.2, 0.8mm) with medicated additive **Romet® TC**.

3.1.3 FORMULATION SPECIFICATION FOR GROWER DIET

- 3.1.3.1** Minimum Crude protein 45%
- Minimum Fish Meal protein 25%
- Minimum Crude fat 19%
- Maximum Crude fiber 3%
- Maximum Moisture 12.0% at bagging and delivery

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3.1.3.2 Grower diet must be composed of the follow items:

Fish Meal (35% Minimum)

Wheat Flour (19% Maximum)

Soy Flour (25% Maximum)

Fish Oil (7%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed.

Brewers dried yeast (2.5%), minimum protein 35%, maximum fiber 3%.

Ring dried blood meal (5% Minimum)

Trace mineral remix (2 lb / ton)

Vitamin premix (8 lb / ton)

Choline chloride (50%) (3.5 lb / ton)

Ascorbic acid (1.5 lb / ton)

Lignon sulphonate binder (2% Maximum)

3.1.3.3 Grower diet must be available in extruded formula with medicated additives for the following sizes: 1, 1.5, 2, 3, 4, 5, 6, and 7 mm pellet sizes.

3.1.3.4 Grower diet must be available in extruded formula with carotenoid pigments additives for the following sizes: 4, 5, 6, and 7 mm pellet sizes.

3.1.3.4.1 Must include grower diet (1.0mm).

3.1.3.4.2 Must include grower diet (1.0mm) with medicated additive Terramycin® TM 200.

3.1.3.4.3 Must include grower diet (1.0mm) with medicated additive Aquaflor®.

3.1.3.4.4 Must include grower diet (1.0mm) with medicated additive Romet® 30.

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- 3.1.3.4.5 Must include grower diet (1.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.6 Must include grower diet (1.5mm).
- 3.1.3.4.7 Must include grower diet (1.5mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.8 Must include grower diet (1.5mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.9 Must include grower diet (1.5mm) with medicated additive **Romet® 30**.
- 3.1.3.4.10 Must include grower diet (1.5mm) with medicated additive **Romet® TC**.
- 3.1.3.4.11 Must include grower diet (2.0mm).
- 3.1.3.4.12 Must include grower diet (2.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.13 Must include grower diet (2.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.14 Must include grower diet (2.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.15 Must include grower diet (2.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.16 Must include grower diet (3.0mm).
- 3.1.3.4.17 Must include grower diet (3.0mm) with medicated additive **Terramycin® TM 200**.

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- 3.1.3.4.18** Must include grower diet (3.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.19** Must include grower diet (3.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.20** Must include grower diet (3.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.21** Must include grower diet (4.0mm).
- 3.1.3.4.22** Must include grower diet (4.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.23** Must include grower diet (4.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.24** Must include grower diet (4.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.25** Must include grower diet (4.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.26** Must include grower diet (4.0mm) with pigment additive **Carophyll® Pink**.
- 3.1.3.4.27** Must include grower diet (4.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.28** Must include grower diet (5.0mm).
- 3.1.3.4.29** Must include grower diet (5.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.30** Must include grower diet (5.0mm) with medicated additive **Aquaflor®**.

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- 3.1.3.4.31 Must include grower diet (5.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.32 Must include grower diet (5.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.33 Must include grower diet (5.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin**.
- 3.1.3.4.34 Must include grower diet (5.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.35 Must include grower diet (6.0mm).
- 3.1.3.4.36 Must include grower diet (6.0mm) with medicated additive **Terramycin® TM 200**.
- 3.1.3.4.37 Must include grower diet (6.0mm) with medicated additive **Aquaflor®**.
- 3.1.3.4.38 Must include grower diet (6.0mm) with medicated additive **Romet® 30**.
- 3.1.3.4.39 Must include grower diet (6.0mm) with medicated additive **Romet® TC**.
- 3.1.3.4.40 Must include grower diet (6.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin**.
- 3.1.3.4.41 Must include grower diet (6.0mm) with pigment additive **Carophyll® Red 10%**.
- 3.1.3.4.42 Must include grower diet (7.0mm).

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- 3.1.3.4.43** Must include grower diet (7.0mm) with medicated additive **Terramycin® TM 200.**
- 3.1.3.4.44** Must include grower diet (7.0mm) with medicated additive **Aquaflor®.**
- 3.1.3.4.45** Must include grower diet (7.0mm) with medicated additive **Romet® 30.**
- 3.1.3.4.46** Must include grower diet (7.0mm) with medicated additive **Romet® TC.**
- 3.1.3.4.47** Must include grower diet (7.0mm) with pigment additive **Carophyll® Pink 10% Astaxanthin.**
- 3.1.3.4.48** Must include grower diet (7.0mm) with pigment additive **Carophyll® Red 10%.**

3.1.4 FORMULATION SPECIFICATION FOR BROOD DIET

- 3.1.4.1** Minimum crude protein 43%
Minimum fish meal protein 17.5%
Minimum crude fat 10%
Maximum crude fiber 5%
Maximum moisture 12.0% at bagging and delivery
- 3.1.4.2** Grower diet must be composed of the follow items:
 - Fish meal (25% Minimum)
 - Wheat flour (32% Maximum)
 - Soy flour (15% Maximum)
 - Fish oil (10%) – Stabilized with BHA, BHT, or ethoxyquin. Must have less than 3% free fatty acids and not to be alkaline reprocessed.
 - Brewers dried yeast (2.5%), minimum protein 35%, maximum fiber 3%.
 - Ring dried blood meal (10% Minimum)

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Trace mineral premix (2 lb / ton)
Vitamin premix (8 lb / ton)
Choline chloride (50%) (3.5 lb / ton)
Ascorbic acid (1.5 lb / ton)
Lignon sulphonate binder (2% Maximum)

3.1.4.3 Brood diet must be extruded formula and available for the following sizes: 6.5 and 7.5mm pellet sizes.

3.1.4.3.1 Must include brood diet (6.5mm).

3.1.4.3.2 Must include brood diet (7.5mm).

4 CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by quoting cost per 1 lb. of each food formulation specified in item numbers 3.1.2, 3.1.3, and 3.1.4. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor must enter the information into the Exhibit-A Pricing Pages. If vendor submits bid through wvOASIS, vendor must complete and upload Pricing Pages as an attachment.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required

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to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6 DELIVERY AND RETURN:

6.1 **Delivery Time:** Vendor shall deliver standard orders within (21) twenty-one working days after orders are received. Vendor shall deliver emergency orders within (5) five working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Vendor shall deliver to the following locations:

6.1.4 Bowden Hatchery
Rt. 1, Box 80
Elkins WV 26241

6.1.2 Edray Hatchery
753 Woodrow Road
Marlinton WV 24954

6.1.3 Petersburg Hatchery
126 Grahams Way
Petersburg WV 26847-8523

6.1.4 Reeds Creek Hatchery
41 Hatchery Lane
Franklin WV 26807-5604

6.1.5 Ridge Hatchery
12051 Valley Road
Berkeley Springs WV 25411

6.1.6 Spring Run Hatchery
1988 Spring Run Road, Unit 1

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Petersburg, WV 26847-8877

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

Any Section seeking to obtain items from a third party under this provision must first obtain approval of the Chief Procurement Officer.

- 6.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or (5%) five of the total invoiced value of the returned items.

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West Virginia Division of Natural Resources-Wildlife Resources Section
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7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
- 7.1.4 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.5 Failure to comply with other specifications and requirements contained herein.
 - 7.1.6 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.7 Failure to remedy deficient performance upon request.

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

- 7.2.4 Immediate cancellation of the Contract.
- 7.2.5 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.6 Any other remedies available in law or equity.

8 MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
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- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Nichele Masala
Telephone Number: 570-356-2522
Fax Number: 570-356-2599
Email Address: mmasala@ptd.net

APPENDIX A:
West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Trout Food

Fish Meal Content

Allowable Fish Meal Type	Minimum Protein Content	Maximum Salt Content	Maximum Stabilized Fat	Maximum Moisture	Maximum Pepsin Digestibility
Herring	67%	5%	12%	10%	93%
Anchovy Carcass	65%	5%	12%	10%	93%
Menhaden Carcass	60%	5%	12%	10%	93%

Different fish meals may not be combined for use in feed

APPENDIX B:
 West Virginia Division of Natural Resources- Wildlife Resources Section
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Vitamin Premix

Vitamin	Concentration per pound of Premix
D Calcium Pantothenate	
Pyridoxine (Pyridoxine HCL)	12.0 g
Riboflavin	3.5 g
Niacinamide	6.0 g
Folic Acid	25.0 g
Thiamine (thiamine mononitrate)	1.0 g
Biotin	4.0 g
Vitamin B12	40.0 mg
Menandione sodium bisulfite complex	2.5 mg
Vitamin E (d or dl alpha tocopherol acetate)	1.25 g
Vitamin D3, stabilized	40,000 iu
Vitamin A (vitamin A palmitate or acetate) stabilized	50,000 iu
	750,000 usp

APPENDIX C:
West Virginia Division of Natural Resources- Wildlife Resources Section
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Trace Mineral Premix

Trace Mineral	Concentration per pound of individual trace mineral with insert ingredient	Concentration per pound trace mineral premix added to food
Zinc sulfate (ZNSO)	84.0 g	34.0 g
Manganous sulfate (MnS04)	25.0 g	9.1 g
Cupric sulfate (CuS04)	1.75 g	0.7 g
Potassium odate (k103)	0.38 g	0.23 g

Appendix D:
 West Virginia Division of Natural Resources- Wildlife Resources Section
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Medicated Additives

Medication	Concentration per Ton
Oxytetracycline Dihydrate (Terramycin [®] TM200)	7,500 g
Florfenicol (Aquaflor [®])	908 g
(Romet [®] 30) Ormetoprim	756g
Sulfadimethoxine	3,780g
(Romet [®] TC) Ormetoprim	756 g
Sulfadimethoxine	3,780 g

APPENDIX E:
West Virginia Division of Natural Resources- Wildlife Resources Section
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Carotenoid Pigment Additives

Carotenoid Pigments	Concentration per Ton
Carophyll®Pink 10% (Astaxanthin)	908 g
Carophyll®Red 10% (Canthaxantin)	908 g

APPENDIX F:
West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Contract for Trout Food

Granule Size Specifications

Granule Size	Pass Through	Pass Through US Screen Size	Pass Over	Pass Over US Screen Size
Starter	595 um	30	429 um	40
No. 1	841 um	20	595 um	30

EXHIBIT A- PRICING PAGE
 West Virginia Division of Natural Resources- Wildlife Resources Section
 Open-End Trout Food Contract

Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
STARTER DIET:				
4.1.3.1	Starter Crumble (No. 0)	1,000	.95	450.00
4.1.3.2	Starter Crumble (No. 0) Medicated Additive (Terramycin®TM200)	100	1.25	125.00
4.1.3.3	Starter Crumble (No. 0) Medicated Additive (Aquaflor®)	100	1.65	165.00
4.1.3.4	Starter Crumble (No. 0) Medicated Additive (Romet®30)	100	N/A	0
4.1.3.5	Starter Crumble (No. 0) Medicated Additive (Romet®TC)	100	1.90	190.00
4.1.3.6	Starter Granules (No. 1)	5,000	.95	4750.00
4.1.3.7	Starter Granules (No. 1) Medicated Additive (Terramycin®TM200)	300	1.25	375.00
4.1.3.8	Starter Granules (No. 1) Medicated Additive (Aquaflor®)	300	1.65	495.00
4.1.3.9	Starter Granules (No. 1) Medicated Additive (Romet®30)	300	N/A	0
4.1.3.10	Starter Granules (No. 1) Medicated Additive (Romet®TC)	300	1.90	570.00
4.1.3.11	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Terramycin®TM200)	10,000	.95	9500.00
4.1.3.12	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Aquaflor®)	500	1.25	625.00
4.1.3.13	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Romet®TC)	500	1.65	825.00

EXHIBIT A- PRICING PAGE

West Virginia Division of Natural Resources- Wildlife Resources Section
Open-End Trout Food Contract

Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
4.1.3.14	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Romet®30)	500	N/A	0
4.1.3.15	Starter Granules (No. 2, 0.8 mm) Medicated Additive (Romet®TC)	500	1.90	950.00
GROWER DIET:				
4.2.4.1	Grower Diet (1.0 mm)	10,000	507	5070.00
4.2.4.2	Grower Diet (1.0 mm) Medicated Additive (Terramycin®TM200)	1,000	1.00	1000.00
4.2.4.3	Grower Diet (1.0 mm) Medicated Additive (Aquaflor®)	1,000	1.35	1350.00
4.2.4.4	Grower Diet (1.0 mm) Medicated Additive (Romet®30)	500	N/A	0
4.2.4.5	Grower Diet (1.0 mm) Medicated Additive (Romet®TC)	500	1.65	825.00
4.2.4.6	Grower Diet (1.5 mm)	26,000	507	14748.00
4.2.4.7	Grower Diet (1.5 mm) Medicated Additive (Terramycin®TM200)	3,000	1.00	3000.00
4.2.4.8	Grower Diet (1.5 mm) Medicated Additive (Aquaflor®)	3,000	1.35	4050.00
4.2.4.9	Grower Diet (1.5 mm) Medicated Additive (Romet®30)	1,500	N/A	0
4.2.4.10	Grower Diet (1.5 mm) Medicated Additive (Romet®TC)	1,500	1.65	2475.00
4.2.4.11	Grower Diet (2.0 mm)	50,000	507	28350.00
4.2.4.12	Grower Diet (2.0 mm) Medicated Additive (Terramycin®TM200)	5,000	1.00	5000.00
4.2.4.13	Grower Diet (2.0 mm) Medicated Additive (Aquaflor®)	5,000	1.35	6750.00

EXHIBIT A- PRICING PAGE

West Virginia Division of Natural Resources- Wildlife Resources Section
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Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
4.2.4.14	Grower Diet (2.0 mm) Medicated Additive (Romet®30)	2,500	N/A	0
4.2.4.15	Grower Diet (2.0 mm) Medicated Additive (Romet®TC)	2,500	1.65	4125.00
4.2.4.16	Grower Diet (3.0 mm)	100,000	.567	56700.00
4.2.4.17	Grower Diet (3.0 mm) Medicated Additive (Terramycin®TM200)	10,000	1.00	10000.00
4.2.4.18	Grower Diet (3.0 mm) Medicated Additive (Aquaflor®)	10,000	1.35	13500.00
4.2.4.19	Grower Diet (3.0 mm) Medicated Additive (Romet®30)	5,000	N/A	0
4.2.4.20	Grower Diet (3.0 mm) Medicated Additive (Romet®TC)	5,000	1.65	8250.00
4.2.4.21	Grower Diet (4.0 mm)	200,000	.567	113400.00
4.2.4.22	Grower Diet (4.0 mm) Medicated Additive (Terramycin®TM200)	20,000	1.00	20000.00
4.2.4.23	Grower Diet (4.0 mm) Medicated Additive (Aquaflor®)	20,000	1.35	27000.00
4.2.4.24	Grower Diet (4.0 mm) Medicated Additive (Romet®30)	10,000	N/A	0
4.2.4.25	Grower Diet (4.0 mm) Medicated Additive (Romet®TC)	10,000	1.65	16500.00
4.2.4.26	Grower Diet (4.0 mm) Pigment Additive Carophyll®Pink 10% (Astaxanthin)	20,000	.647	12940.00
4.2.4.27	Grower Diet (4.0 mm) Pigment Additive Carophyll®Red 10% (Canthaxanthin)	20,000	.617	12340.00

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Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
4.2.4.28	Grower Diet (5.0 mm)	500,000	.567	283500.00
4.2.4.29	Grower Diet (5.0 mm) Medicated Additive (Terramycin@TM200)	50,000	1.00	50000.00
4.2.4.30	Grower Diet (5.0 mm) Medicated Additive (Aquaflor@)	50,000	1.35	67500.00
4.2.4.31	Grower Diet (5.0 mm) Medicated Additive (Romet@30)	25,000	N/A	0
4.2.4.32	Grower Diet (5.0 mm) Medicated Additive (Romet@TC)	25,000	1.65	41250.00
4.2.4.33	Grower Diet (5.0 mm) Pigment Additive Carophyll@Pink 10% (Astaxanthin)	40,000	.647	25880.00
4.2.4.34	Grower Diet (5.0 mm) Pigment Additive Carophyll@Red 10% (Canthaxanthin)	40,000	.617	24680.00
4.2.4.35	Grower Diet (6.0 mm)	50,000	.567	28350.00
4.2.4.36	Grower Diet (6.0 mm) Medicated Additive (Terramycin@TM200)	5,000	1.00	5000.00
4.2.4.37	Grower Diet (6.0 mm) Medicated Additive (Aquaflor@)	5,000	1.35	6750.00
4.2.4.38	Grower Diet (6.0 mm) Medicated Additive (Romet@30)	2,500	N/A	0
4.2.4.39	Grower Diet (6.0 mm) Medicated Additive (Romet@TC)	2,500	1.65	4125.00
4.2.4.40	Grower Diet (6.0 mm) Pigment Additive Carophyll@Pink 10% (Astaxanthin)	40,000	.647	25880.00

EXHIBIT A- PRICING PAGE

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Item No.	Description	Estimated Quantity	Unit Cost Per Pound	Extended Cost
4.2.4.41	Grower Diet (6.0 mm) Pigment Additive Carophyll@Red 10% (Canthaxanthin)	40,000	1.617	24680.00
4.2.4.42	Grower Diet (7.0 mm)	50,000	.507	25350.00
4.2.4.43	Grower Diet (7.0 mm) Medicated Additive (Terramycin@TM200)	5,000	1.00	5000.00
4.2.4.44	Grower Diet (7.0 mm) Medicated Additive (Aquaflor@)	5,000	1.35	6750.00
4.2.4.45	Grower Diet (7.0 mm) Medicated Additive (Romet@30)	2,500	N/A	0
4.2.4.46	Grower Diet (7.0 mm) Medicated Additive (Romet@TC)	2,500	1.65	4125.00
4.2.4.47	Grower Diet (7.0 mm) Pigment Additive Carophyll@Pink 10% (Astaxanthin)	40,000	1.647	25880.00
4.2.4.48	Grower Diet (7.0 mm) Pigment Additive Carophyll@Red 10% (Canthaxanthin)	40,000	1.617	24680.00
BROOD DIET:				
4.3.3.1	Brood Diet (6.5 mm)	5,000	1.583	7915.00
4.3.3.2	Brood Diet (7.5 mm)	30,000	1.583	17490.00
TOTAL:				1090870.00

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

N/A

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, 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,
 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: Melick LawnFeds, Inc Signed: Nicki D. Dora
Date: 2/16/18 Title: VP

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Melick Aquafeeds, Inc

Authorized Signature: [Signature] Date: 2/16/18

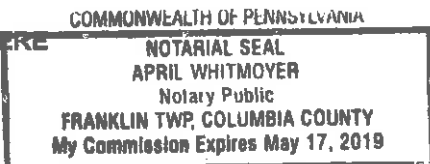
State of PA

County of Columbia to-wit:

Taken, subscribed, and sworn to before me this 16th day of February, 2018

My Commission expires May 17, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]