



State of West Virginia
Request For Quotation
Equipment

Procurement Folder : 642454

Document Description : Wildlife: Two Aluminum 3-Compartment Live Haul Fish Tank

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-12-09	2020-01-07 13:30:00	ARFQ	0310 DNR2000000021	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Aquaneering, Inc. 7960 Stromesa Court San Diego, CA 92126 858-578-2028

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3387
jamie.h.adkins@wv.gov

Signature X

FEIN # 33-0614302

DATE 12/27/19

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Division of Natural Resource, Wildlife Resources Section, is soliciting bids for the one time purchase of two (2) custom 3-Compartment Live Haul Fish Tank to be delivered to Ridge Hatchery in Berkeley Springs and Tate Lohr Hatchery in Princeton WV.

INVOICE TO:		SHIP TO:	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV 26241 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Farming and Fishing and Forestry and Wildlife Machinery and	2.00000	EA	\$24,705	\$49,410

Commodity Code	Manufacturer	Model #	Specification
21000000	Aquaneering, Inc.	QT370P3	

Extended Description

370 Gallon, three (3) compartment aluminum distribution tank with lids, drains, floor, screens, oxygen flow meters, manifold, diffusers and line, aeration, electrical power supply, lifting lugs, toe rail to be delivered to Ridge Hatchery in Berkeley Springs WV and Tate Lohr Hatchery in Princeton WV. Per attached specifications.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline 9:00 A.M., EST	2019-12-18

DNR2000000021	Document Phase Final	Document Description Wildlife: Two Aluminum 3-Compartment Live Haul Fish Tank	Page 3 of 3
----------------------	--------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS


See attached document(s) for additional Terms and Conditions

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.

Mark Francis, President
 (Name, Title)
Aquaneering, Inc.
 (Printed Name and Title)
7960 Stromesa Court San Diego, CA 92126
 (Address)
858-578-2028 (ph) 858-689-9326 (fx)
 (Phone Number) / (Fax Number)
info@aquaneering.com
 (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.

Aquaneering, Inc.
 (Company)


 (Authorized Signature) (Representative Name, Title)

Mark Francis/President
 (Printed Name and Title of Authorized Representative)

December 27, 2019
 (Date)

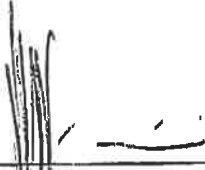
858-578-2028 (ph) 858-689-9326 (fx)
 (Phone Number) (Fax Number)

EXHIBIT A – PRICING PAGE

West Virginia Division of Natural Resources – Wildlife Resources Section

3-Compartment Live Haul Fish Tank

Item No.	Description	Quantity	Unit Price	Extended Price
3.2	Fish Distribution Tank (including shipping/delivery)	2	\$24,705	\$49,410
TOTAL BID:				\$49,410



 Authorized Signature/Date

Total Bid must include delivery to two (2) hatchery locations:

Ridge Hatchery
12051 Valley Road
Berkeley Springs WV 25411

Tate Lohr Hatchery
4065 Pigeon Creek Road
Princeton WV 24739

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 3-22-1(l), 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 § 23-26-2, 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 equals 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: Wendy Porter-Francis, Vice President Aquaneering, Inc.

Authorized Signature: [Signature] Date: 11-06-19

State of _____

County of _____, to-wit:

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

My Commission expires _____ 20__.

AFFIX SEAL HERE

NOTARY PUBLIC: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On November 6th, 2019, before me, Pranathi Komandla, Notary Public
(has jurisdiction and authority to perform notary duties)

personally appeared Wendy Porter-Francis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal;



Signature Pranathi

(Seal)

Optional Information

Although this information is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Purchasing Affidavit

containing 1 pages and dated 11/6/2019.

The signer(s) capacity or authority is/are as:

- Individual
- Attorney-in-Fact
- Corporate Officer(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other

representing: _____
Name(s) of Entity or Individual Signer is Representing

Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="checkbox"/> In person	<input type="checkbox"/> By video conference
Notarial events recorded in notary journal on:	
Page # _____	Entry # _____
Notary contacts: _____	
Other:	
<input type="checkbox"/> Signature of Signer(s)	<input type="checkbox"/> Signature of Representative
<input type="checkbox"/>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C No. & Ext.): 619-744-0574 FAX (A/C No.): 619-234-8801 E-MAIL ADDRESS: certificates@cavignac.com
	INSURER(S) AFFORDING COVERAGE
INSURED Aquaneering, Inc. 7960 Stromesa Ct. San Diego, CA 92126	INSURER A: Capitol Specialty Ins. Corp.
	INSURER B: The American Insurance Company
	INSURER C: Insurance Company of the West
	INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 110198270 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MX080984497	2/24/2019	2/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BIPD Decrel. \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		MX080984497	2/24/2019	2/24/2020	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS		XAU23280107	2/24/2019	2/24/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WSD600688208	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Bus. Personal Property Professional Liability		MX080984497 SGC0085410	2/24/2019 2/24/2019	2/24/2020 2/24/2020	Limit \$870,800 Ea Claim & Aggrop \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Reeds Creek; Aluminum, 6-Compartment Live Haul Fish Tank. Property - Special form, replacement cost. Professional Liability - Claims made form, defense costs included within limit. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply).

CERTIFICATE HOLDER WV Division of Natural Resources 324 4th Avenue Room 342 South Charleston WV 26303-1228	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE