

Header 2

General Information		Contact	Default Values	Discount	Document Information	Clarification Request
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Procurement Folder: 1615080	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: 000000218834	SO Doc ID: DNR2500000008
Legal Name: JONES FISH HATCHERIES & DISTRIBUTORS INC	Published Date: 1/28/25
Alias/DBA:	Close Date: 2/11/25
Total Bid: \$56,205.00	Close Time: 13:30
Response Date: 02/07/2025	Status: Closed
Response Time: 15:29	Solicitation Description: Wildlife: Open-End Contract for Farm Raised Fathead Minnows
Responded By User ID: JLM-Kirk	Total of Header Attachments: 2
First Name: Chris	Total of All Attachments: 2
Last Name: Kirk	
Email: ckirk@joneslakemanagemen	
Phone: 5136172380	



State of West Virginia
Agency Request for Quote
Miscellaneous

Proc Folder: 1615080			Reason for Modification:
Doc Description: Wildlife: Open-End Contract for Farm Raised Fathead Minnows			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-28	2025-02-11 13:30	ARFQ 0310 DNR2500000008	1

BID RECEIVING LOCATION
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US

VENDOR		
Vendor Customer Code: 218834		
Vendor Name : JONES FISH HATCHERIES AND DISTRIBUTORS INC ALSO JONES LAKE MANAGEMENT		
Address :		
Street : 3433 CHURCH ST.		
City : NEWTOWN		
State : OHIO	Country : USA	Zip : 45244
Principal Contact : CHRIS T. KIRK		
Vendor Contact Phone: 513-617-2380		Extension: 216

FOR INFORMATION CONTACT THE BUYER
James H Adkins (304) 558-3397 jamie.h.adkins@wv.gov

Vendor Signature X	FEIN# 88-0813984	DATE 2/6/2025
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All offers subject to all terms and conditions contained in this solicitation

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.

CHRIS T. KIRK FISH PRODUCTION MANAGER
(Name, Title)
CHRIS T. KIRK FISH PRODUCTION MANAGER
(Printed Name and Title)
3933 LAUREN ST. NEWTOWN OHIO 45244
(Address)
513-561-2615 513-561-6251
(Phone Number) / (Fax Number)
CHRIS@JONESFISH.COM OR CKIRK@JONESLAKEMANAGEMENT.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.

JONES FISH HATCHERIES AND DISTRIBUTIONS LLC AKA JONES LAKE MANAGEMENT
(Company)

 CHRIS T. KIRK FISH PRODUCTION MANAGER
(Authorized Signature) (Representative Name, Title)

CHRIS T. KIRK FISH PRODUCTION MANAGER
(Printed Name and Title of Authorized Representative)

2/6/2025
(Date)

513-561-2615 513-561-6251
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Commercially Farm Raised Fathead Minnows

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-ended contract for the purchase and delivery of commercially farm raised fathead minnows to Palestine Hatchery, Elizabeth WV.
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 **“Agency” or “WVDNR”** is in reference to the West Virginia Division of Natural Resources.
 - 2.2 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.3 **“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.
 - 2.4 **“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.
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 basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Commercially Farm Raised Fathead Minnows- size 600 to 850 (fish) per lb.**
 - 3.1.1.1 Commercially farm raised fathead minnows must be disease free certified. Vendor must provide disease free certification documents at the time of each delivery.
 - 3.1.1.2 Commercially farm raised fathead minnows must be available and priced per pound.
 - 3.1.1.3 Commercially farm raised fathead minnows must be six hundred (600) to eight hundred and fifty (850) minnows (fish) per pound.
 - 3.1.1.4 Commercially farm raised fathead minnows must be available April through July.
 - 3.1.1.5 Standard order for commercially farm raised fathead minnows shall be a minimum of 400 pounds per delivery.

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West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Commercially Farm Raised Fathead Minnows

3.1.2 Commercially Farm Raised Fathead Minnows- size 250 to 400 (fish) per lb.

- 3.1.2.1** Commercially farm raised fathead minnows must be disease free certified. Vendor must provide disease free certification documents at the time of each delivery.
- 3.1.2.2** Commercially farm raised fathead minnows must be available and priced per pound.
- 3.1.2.3** Commercially farm raised fathead minnows must be two hundred and fifty (250) to four hundred (400) minnows (fish) per pound.
- 3.1.2.4** Commercially farm raised fathead minnows must be available April through October.
- 3.1.2.5** Standard order for commercially farm raised fathead minnows shall be a minimum of 400 pounds per delivery.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide 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 Page by quoting price per pound of each size specification illustrated in Items 3.1.1 and 3.1.2. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.
 - 4.2.1** The Pricing Page 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.
 - 4.2.2** Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

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

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- 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 fourteen (14) calendar days after orders are received. Vendor shall deliver emergency orders within 7 calendar 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.

PALESTINE HATCHERY: LAT: 38.032909; LONG: -81.396159

Physical Address: 27 Paddlefish Lane, Elizabeth, WV 26143

Directions: From Parkersburg, WV - Take I77 South to Exit 170 (Route 14 South). WV Route 14 South for 14 miles and turn left on WV Route 5 East. WV Route 5 for 0.5 miles and turn right on Co Route 35/1. 27 Paddlefish Lane is 2 miles on right.

- 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 the 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 those 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 thirty (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

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West Virginia Division of Natural Resources – Wildlife Resources Section
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deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one (1) or more release orders issued under this Contract.

7.2.3 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.

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

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West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Commercially Farm Raised Fathead Minnows

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: CHRIS T. KIRK

Telephone Number: 513-561-2615

Fax Number: 513-561-6251

Email Address: CHRIS@JONESFISH.COM

Exhibit A - Pricing Page

West Virginia Division of Natural Resources - Wildlife Resources Section

Open-End Contract for Commercially Farm Raised Fathead Minnows

Item Number	Description	Quantity*	Unit Price	Extended Price
3.1.1	Commercial Farm Raised Fathead Minnows size 600-850 minnows (fish) per pound	1500	\$ 12.49	\$ 18,735.00/
3.1.2	Commercial Farm Raised Fathead Minnows size 250-400 minnows (fish) per pound	3000	\$ 12.49	\$ 37,470.00/
Total Cost:				\$ 56,205.00/

*Quantities are estimated and for bid evaluation purposes only, actual quantities may differ.

Delivered to the following location:

Palestine State Fish Hatchery
27 Paddlefish Lane
Elizabeth, WV 26143

Note: All items are to be F.O.B. destination. Freight or delivery charges must be included in the unit cost of each item.

Jones Fish Hatcheries and Distributors Inc
Vendor Name


Authorized Signature

2/6/2025
Date

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: JONES FRK HATCHERIES AND DISTRIBUTORS INC AXA JONES LAKE MANAGEMENT

Authorized Signature: [Signature] Date: 2/7/2025

State of OHIO

County of HAMILTON, to-wit:

Taken, subscribed, and sworn to before me this 07 day of FEBRUARY, 2025.

My Commission expires OCTOBER 30, 2029.

AFFIX SEAL HERE



LINDSEY SCOTT
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
Oct. 30, 2029

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



JONES-1

OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2024

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 have ADDITIONAL INSURED provisions or 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 The Roehr Agency 4642 Ridge Ave. Cincinnati, OH 45209 Jeffrey S. McCauley	513-985-4214	CONTACT NAME: Lori Garner PHONE (A/C, No, Ext): 513-985-4214 FAX (A/C, No): 513-985-0359 E-MAIL ADDRESS: lgarner@roehrins.com
INSURED Jones Fish Hatcheries & Distributors LLC Pond Management Intermediate LLC Pond Management Group Holdings LLC dba Jones Lake Management (see notes for all entities) 3433 Church Street Cincinnati, OH 45244		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Wesco Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10677

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP0361918	11/24/2024	11/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0361918	11/24/2024	11/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0361918	11/24/2024	11/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 N	N/A	WWC3752766 AL,IL,IN,KY,MA,NY,TN,WI	11/24/2024	11/24/2025	<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
A	Fidelity			EPP0361918	11/24/2024	11/24/2025	Limit 500,000
A	OHStop Gap Defense			EPP0361918	11/24/2024	11/24/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

WESTVI-

West Virginia DNR
Palestine Hatchery
27 Paddlefish Ln
Elizabeth, WV 26143

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