

Header 1

General InformationContactDefault ValuesDiscountDocument InformationClarification Request

Procurement Folder: 1734262	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: <input type="text" value="000000230185"/>	SO Doc ID: DNR2600000001
Legal Name: SMITH ROOT INC	Published Date: 7/7/25
Alias/DBA:	Close Date: 7/28/25
Total Bid: \$197,103.00	Close Time: 13:30
Response Date: <input type="text" value="07/23/2025"/>	Status: Closed
Response Time: <input type="text" value="19:23"/>	Solicitation Description: <input type="text" value="WRS: Electrofishing Riverboat w/Generator & Trailer D6"/>
Responded By User ID: <input type="text" value="smithroot2"/>	Total of Header Attachments: 1
First Name: <input type="text" value="Tammy"/>	Total of All Attachments: 1
Last Name: <input type="text" value="Lucas"/>	
Email: <input type="text" value="procurement@smith-root.con"/>	
Phone: <input type="text" value="360-573-0202"/>	

July 23, 2025

RE: ARFQ 0310 DNR2600000001 Smith-Root Electrofishing Boats

Dear James H Adkins,

Thank you for the opportunity to provide a quote for the Electrofishing Boat Package for DNR. Smith-Root, Inc (SRI) is a world leader in Electrofishing and environmental DNA (eDNA) sampling technology. SRI is the developer and sole producer of the SR-20EHX Commercial Electrofishing Vessels. Our Research Electrofishing Boats are manufactured using proprietary arts from the SRI design team and distributed directly from our factory location in Vancouver, Washington USA. The SR-20EHX Electrofishing Boat meets or exceeds the specifications. SRI will be taking exceptions to the following requirements listed below.

Page 22 Section 3.1.56.3 Right side Throttle Control (boats requiring twin engines will have throttle controls on both sides of the console and not just right side.)

Page 22 Section 3.1.3 Must be between twenty-foot, and twenty-foot six inches in length. (SR 20ft EHX is 20 foot 10 inches in length.)

Page 22 Section 3.1.6 Must have starboard side console with the following: (SRI consoles are positioned in the center of the boat for safety and stability.)

Page 23 Section 3.1.6.5 Cross Bench with dual seats, one heavy duty pedestal seat for driver. (SRI boats are integrated with a captain's bench seat only.)

Page 23 Section 3.1.6.6 Under seat storage with lockable lid and drainage hole with plug. (SRI boats are integrated with a captain's bench seat that does not have under seat storage.)

Page 23 Section 3.1.6.13 Lockable glove box with key with a minimum of one spare key. (SRI boats aren't integrated with a glove box. There is a small box where the patch panel is located on the back of the command center console.)

Page 23 Section 3.1.9 Must have easily removable horizontal LiveWell in front of console with quick release latches or equivalent for removal. (SRI boats are designed with safety in mind and although the LiveWell is removable, quick release latches pose a safety risk when the LiveWell is full and therefore are not available with our boats.)

Page 23 Section 3.1.9.1 Minimum 85 gallon. (SR 20ft EHX boat only offers a 74-gallon LiveWell due to size and length.)

Page 23 Section 3.1.9.2 Must have recirculation/secondary aeration pumps. (A secondary aeration pump is not an option with removable livewell.)

Page 23 Section 3.1.9.6 White or Red LED Lights with quick connections. (LED lights in the removable livewell are not an option, however there are workup lights on the backside of the center console above the livewell.)

Page 24 Section 3.1.22 Must have shallow water anchor. (due to weight and safety restrictions, shallow water anchors (power poles) are not available for SRI electrofishing boats.)

Page 26 Section 3.4.11.1 Must have roller bunks for Item 3.1 (The use of roller bunks invalidates the warranty of the SRI boat hull. See limited warranty policy.)

Since 1964 Smith-Root has continually produced the highest quality products for fisheries, fish-culture and invasive species control. Products include environmental DNA collection and detection products, backpack, boat and shore electrofishing equipment, electric fish-barriers, hatchery fish-stunning and sorting, fish counting, and electric-fish- handling gloves.

See attached quote# Q-22938-00 and bid packet. The current lead time is 270 days ARO or sooner.

UEI# PD45MS78A175

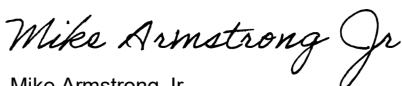
EIN -FED ID#: 91-0843323

CCR – 55158 Cage Code - Central Contact Registration SRI

Incorporated date: 3/26/1969

SRI Qualifies as Small Business with 39 employees (SBA Annual Receipts or average number of employees) Please let me know if you have any questions or need additional information.

Thank you,



Mike Armstrong Jr.
marmstrong@smith-root.com
360-573-0202x2112



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Federal ID #91-0843323

Our Quotation # 022938-00

Quotation Valid Thru : 08/28/2025

Bill To: 003756

WV DEPT. OF NATURAL RESOURCES
DNR Division of Natural Resources
112 California Avenue Bldg 4
CHARLESTON WV 25305
United States

Ship To:

WV DEPT. OF NATURAL RESOURCES
WILDLIFE RESOURCES SECTION
76 Conservation Way
PARKERSBURG WV 26104
United States

Attention : JAMES ADKINS

Terms: NET 30

Quote Date	Your Request #	FOB	Ship Via	Salesperson
07/16/2025	ARFQ0310DNR26.1	DESTINATION	FREIGHT TRUCK	MA
Item	Part / Rev / Description	Quantity Quoted	Unit Price	Extended Price
001	12038 000 ELECTROFISHER SYS APEX CNTRL BOX INCLUDES: 11241 MANUAL 12037 APEX CONTROL BOX 12040 FOOTSWITCH 15FT CABLE 12042 ANODE CABLE 15 FT 12043 CATHODE CABLE 15 FT 12044 INPUT POWER CABLE 30A 10FT 12067 HAT SRI APEX 12095 APEX BOX CARRY CASE Generator requirements: Maximum Output: to reach maximum rated control box output, use an 8000 running watt 240 volt output. Continuous 240V at 33A 50/60Hz single phase. Smaller Generators: lower power generators can be used. Generators must be 240 VAC output. Unbonded: Generator must have un-bonded or floating neutral Plug: Standard plug twist lock 4-pin plug designed for 220-volt 30 amps, NEMA number L14-30P The APEX is the only electrofisher with built in scientific data monitoring and recording that allows the biologist to download the recorded data via flash drive for analyzing and mapping. This is not offered on any other electrofishing equipment in the world. The APEX Boat electrofisher records more than 24 hours of GPS, electrical input, electrical outputs, warning codes, and performance information for every second of electrofishing. Additionally, it is the only boat electrofisher to have a built in	1.0000 EA	16,053.00	US\$ 16,053.00

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002	<p>12057 000 USB port to download all electrofishing data while also allowing the upload of new software. See attached sole source letter.</p> <p>PRICE INCLUDES SHIPPING,HANDLING AND INSURANCE.</p> <p>APEX CONTROL BOX SHIPPED TO: WVDNR District 6 Office 76 Conservation Way Parkersburg, WV 26104</p> <p>BOAT SR-20EHX ELECTROFISHER APEX COMMERCIAL ELECTROFISHING VESSEL</p> <p>Smith-Root electrofishing commercial vessels are the only purpose-built electrofishing hulls in the world. They provide the highest degree of safety and utility because of their compensation for weight distribution and stability. In contrast to the traditional approach of simply adding an electrofisher box to an existing recreational hull, Smith-Root fully integrates the APEX electrofishing controls into the captain command station. This provides utility across the most diverse environmental conditions and a broad range of fish sizes and species. Additionally, the APEX control box is the only electrofisher in the world that records electrical inputs and outputs, along with GPS location, date, and time for every second of electrofishing. The integrated USB drive allows for rapid downloading of electrofishing data for unparalleled electrofishing fleet standardization.</p> <p>The Extra Heavy-Duty White-Water V-Hull is designed for stability so that a fully equipped electrofishing boat will float</p>	1.0000 EA	137,815.00	US\$ 137,815.00

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	<p>approximately level and have less chance of capsizing. It is the perfect hull for sampling in open lake conditions where rougher water conditions are expected. It has 30in sides with additional storage in and under the gunwales. Also, along the gunwales are tie-downs for securing nets, poles and other equipment. Roomy walkways allow easy access to the full boat length on both sides.</p> <p>* = unique to Smith-Root electrofishing vessels</p> <p>Engineered, manufactured, and fabricated at Smith-Root headquarters in Vancouver, Washington, USA*</p> <p>Commercial Hull Construction and Exterior</p> <p>20EHX-Model Extra Heavy-Duty White-Water V-hull *</p> <ul style="list-style-type: none"> o 96-inch beam, 30-inch sides, 25-inch transom, 20-feet o Additional storage in and under the gunwales. o Inside and outside all-welded seams o Custom-formed chine 6061-T6 aluminum to protect double welded bottom seams* o Heavy duty double "H" channel transom designed and built to resist damage that can happen in or out of the water * o Support rib system is constructed of high-performance 6061 T-6 aluminum cross rib structural beams, that resists cracking due to stress and is rust and corrosion resistance. o Pressed-in corrugations for structural strength and tracking* o Closed-cell marine grade polyurethane flotation foam is sprayed in along both sides and below the deck line offering upright, level flotation that exceeds the standards mandated by the US Coast Guard* o Spray foam creates a watertight finish that protects the boat 			

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	<p>from corrosive condensation that happens while on the water.</p> <ul style="list-style-type: none"> o Full length open side gunnels for equipment storage* o T bar welded bow eye at the front attachment point with two holes for securing the boat to a winch/trailer o 8" stern cleats with bolt on retractable trailer tie downs <p>Boat Interior</p> <ul style="list-style-type: none"> o Full integrated Captain's Command Center* o Large forward dry storage compartments with 2 lockable marine doors o Non-skid aluminum tread plate floor o All flooring is completely sealed using one level sturdy diamond plate decking* o Interior has industrial powder-coat finish for durability o 50-gallon built-in USCG and EPA Compliant fuel tank for outboard engine* o Exterior fuel filling for ease at fueling stations* o Unique hull identification number o Integrated battery storage compartments* o Research vessel hull badges o LED Navigation lights o LED Headlights* o LED Backup lights* o LED Deck lights* o LED Livewell lights* o LED Workup lights* o Marine fuel filter 			

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	<ul style="list-style-type: none"> o Fire extinguisher in a recessed flush mounted compartment o Bilge pump o Along the gunwales are tie-downs for securing nets, poles and other equipment, with additional full length open sides storage in the gunwales. o Roomy walkways allow easy access to the full boat length on both sides. o Industrial strength powder coating on metal Captain Command Center, live well and generator engine housing provides durability and weather protection* o Noise deadening generator engine housing includes service accessibility hatch* o Includes Air-cooled Honda generator 7000 watts, 120/240V, Inverter Power, low sound emission. The generator runs the APEX electrofisher, work lights and the built-in battery charging system. <p>Livewell</p> <ul style="list-style-type: none"> o 74 gallons* o LED back lighting o All aluminum construction o Tank fill pump flow through system (Rapid fill pump 25 gallons per minute)* o Custom stand pipe for rapid drainage and easy cleaning* o 4 corner aeration spray nozzles o Separation insert to split livewell into two compartments for multiple passes or species isolation* 			

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	<ul style="list-style-type: none"> o 2 Hinged lids that are extra reinforced for long term durability* o Engineered at optimal distance from front work platform for rapid fish removal while electrofishing* <p>Captain Command Center</p> <ul style="list-style-type: none"> o Powder coated console provides durability and weather protection* o Center console with shatterproof windscreen* o Steering helm o Hydraulic steering system o Steering wheel spinner knob for rapid electrofishing maneuverability* o Right-Side-mounted throttle controls / Up-Charge for Left-Side o Power trim o Captains seating system* o Electronic Horn o LED Console lighting* o Integrated electrofisher controls* o Sonar depth/fish finding system* o Push button electric generator start o Headlight switch* o Backup light switch* o Deck light switch* o Livewell Island Workup light switch* o Navigation light switch 			

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	<ul style="list-style-type: none"> o Bilge pump control (auto and manual)* o Integrated fuel gauge* o Fuel tank selector switch port & starboard* o 2 spare unassigned 15 Amp DC switches for custom use* o Integrated breaker panel* o Electrode output configuration panel* o Auxiliary foot pedal connector* o Foot pedal configuration switches* o 12-Volt DC accessory power plug* o Tank fill controls* o Recirculation controls* o Integrated electrofishing pedal controls* o Integrated Captain's electrofishing pedal* o 2 marine batteries charged by generator for onboard electronics* o Battery Charger integrated into the console o Integrated digital onboard battery voltmeter* o Heavy-duty canvas console cover provides weather protection* <p>Front Work Platform</p> <ul style="list-style-type: none"> o 2 integrated electrofishing kick switches (captain can select independent or simultaneous use)* o Safety Control Foot-Switch System allows for control by up to 5 crewmembers, meeting all State and Federal Safety Electrofishing Codes o All weather Dri-deck mat* 			

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	<ul style="list-style-type: none"> o 2 x 12 Volt accessory plugs o UV all-weather line-x coating OSHA approved safety railing o Removeable bow safety railing for diverse work platform capabilities (OSHA approved) o LED lighting <p>Electrodes</p> <ul style="list-style-type: none"> o Custom pivoting boom clutches with three wing tension nuts* o 2 Custom anode booms with UV all-weather line-x coating * o Chain supports to provide safe deployment and depth management from work platform o 2 SAA-6 Anode arrays* o Custom cathode dropper array mounted around the outside front and sides of the work deck* <p>The APEX electrofisher is the most versatile electrofisher in the world because it incorporates the widest range of electrical inputs and outputs. This provides utility across the most diverse environmental conditions and a broad range of fish sizes and species. Additionally, the APEX is the only electrofisher in the world that records electrical inputs and outputs, along with GPS location, date, and time for every second of electrofishing. The integrated USB drive allows for rapid downloading of electrofishing data for unparalleled electrofishing fleet standardization. Additionally, your APEX will always be up to date as it is the only electrofisher in the world where the end</p>			

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	<p>user can download the latest software and firmware onto a flash drive and easily upload just by plugging it into the unit. These features and qualifications provide unparalleled safety, standardization, cost reductions, and reporting of electrofishing efforts and research. Additionally, there is no need to purchase a high current and a low current electrofishing control box when purchasing the APEX.</p> <p>GPS Software comes with the APEX electrofisher. Google Earth Pro imports and exports GIS data.</p> <p>All stored data on the APEX will load onto the USB flash drive as a .csv file that can be opened in a spreadsheet program (i.e. Microsoft Excel).</p> <p>APEX Electrofisher and Controls Fully Integrated into the Captain Command Center</p> <p>APEX Electrofisher Records the following information for every second of electrofishing* Records the following information for every second of electrofishing*:</p> <ul style="list-style-type: none"> · Date (Month, Day, Year)* · Time (Hours, Minutes, Seconds)* · Resettable Timer (Seconds; up to 99,999 seconds)* · Peak Voltage (Volts)* · Peak Current (Amps)* · Peak Power (Watts)* · Average Voltage (Volts)* · Average Current (Amps)* · Average Power (Watts)* · Primary/Secondary Waveform* 			

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	<ul style="list-style-type: none"> · Waveform (Alternating Current, Direct Current, Pulsed Direct Current, Burst of Pulses Direct Current, Modified Alternating Current)* · Input Voltage (Volts)* · Input Duty Cycle (%)* · Input Frequency (Hz)* · GPS (Latitude, Longitude, Elevation, Accuracy)* · Temperature* o 12 programmable electrofishing "favorites" settings for saving output waveforms: recalls waveform, duty cycle, frequency, and voltage o Dual Output Channels o Waterproof connections, UV resistant o Positive locating keyways only terminate into correct receptacle o Input Power: 8,000 Watt continuous for max outputs; 240V 50/60hz 30A max generators (must have floating neutral) o Output Voltage: 0-1,200 VDC; 0-240 VAC rms 339 Vpeak o Output Current: 24 ADC continuous @ 250 VDC o Peak Output Current: 80 Amps (0-300 Volts), 40 Amps (300-600 Volts), 20 Amps (600-1,200 Volts) o Output Power: 7,200 Watts Continuous AC o Peak Output Power: 24,000 Watts o Frequency Range (pulses per second; pps): 1-1,000 hertz (pps) in 1 hertz increments* o Duty Cycle: 1% to 100% in 1% increments o Timer: 0-99,999 Seconds* o Alarm: 60-3,600 seconds with alarm at end of count and 			

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	reminder every 60 seconds thereafter* o Data Port: USB 2.0 for downloading stored data and uploading software and firmware updates* o Display: Sunlight readable 1,000 nits; Day/Night Mode; 5" 800x480 color LCD* o Automatic voltage range shifting for three ranges of voltage o Software protection for internal circuitry and overloading o Digital warnings display input and output errors o Data recall when generator is powered down o Digital metering of peak and average watts, amps, and volts o Hermetically sealed/splash resistant design o Cooling via convection through heat sink o Water resistant main breaker o External hardware gasketed and o-ringed for splash resistance o Single 5" color LCD screen monitors and displays*: · Resettable Timer (Seconds; up to 99,999 seconds) · Peak Voltage (Volts) outputs graphed for 3 minutes* · Peak Current (Amps) outputs graphed for 3 minutes* · Peak Power (Watts) outputs graphed for 3 minutes* · Average Voltage (Volts)* · Average Current (Amps)* · Average Power (Watts)* · Primary/Secondary Waveform* · Waveform animation* · Input Voltage (Volts) · Input Duty Cycle (%) · Input Frequency (Hz)			

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	<ul style="list-style-type: none"> · GPS (Latitude, Longitude)* · Alarm (programmable seconds of effort alert)* · Input from generator · Software Version <ul style="list-style-type: none"> o Day and Night Mode for LCD screen* o System includes internal rechargeable battery that maintains display when generator is off o Light and tonal alert system to indicate that electrofisher is operating o GPS antenna* <p>Safety is a top priority for all electrofishing crews. We know that when providing safe equipment, we must not hinder your ability to accomplish your research objectives. Therefore, all safety features are designed and tested to only activate when dangerous opportunities arise. No other manufacturer of equipment matches the number of safety features while also leading the way in functionality. You get the comfort of successfully completing your research while using the safest equipment available.</p> <p>*Smith-Root manufactured boat hulls include a 2-year warranty *Smith-Root manufactured electrofishers and boat parts include a 1-year warranty *Honda Generator includes a 1-year warranty</p> <p>Smith-Root is an authorized Honda Dealer, and all OEM equipment warranties are applicable on the Honda generators</p>			

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 360-573-2064 FAX
 www.smith-root.com

Federal ID #91-0843323

Our Quotation # 022938-00

Quotation Valid Thru : 08/28/2025

Bill To: 003756

WV DEPT. OF NATURAL RESOURCES
DNR Division of Natural Resources
112 California Avenue Bldg 4
CHARLESTON WV 25305
United States

Ship To:

WV DEPT. OF NATURAL RESOURCES
WILDLIFE RESOURCES SECTION
76 Conservation Way
PARKERSBURG WV 26104
United States

Attention : JAMES ADKINS

Terms: NET 30

Quote Date	Your Request #	FOB	Ship Via	Salesperson
07/16/2025	ARFQ0310DNR26.1	DESTINATION	FREIGHT TRUCK	MA
Item	Part / Rev / Description	Quantity Quoted	Unit Price	Extended Price
	<p>sold by us.</p> <p>On or off the water the crew has technical support for the lifetime of the vessel.</p> <p>**See attached boat manual and sole source letter**</p> <p>PRICE INCLUDES:</p> <p>Freight, shipping, handling and insurance</p> <p>Upgraded Humminbird HELIX 8 CHIRP MEGA SI+ GPS G4N depth finders or equivalent</p> <p>Washdown pump/hose system</p> <p>One extra backup SAA-6 array</p> <p>High and Low Boom supports</p> <p>Navigation Radio and Antenna</p>			
003	<p>06661 000 ENGINE 90HP OUTBOARD MERCURY MOTOR</p> <p>Twin 90HP Mercury Command Thrust Four Stroke engines, electric start, extra-long shaft (25 inches) includes hydraulic power steering, electric start, power tilt & trim, controls and aluminum prop.</p> <p>One right and one left hand outboard throttle controls are standard with twin engines</p>	2.0000 EA	12,585.00	US\$ 25,170.00

ORIGINAL



Smith-Root, Inc.
 16603 NE 50th Ave
 Vancouver, WA 98686
 360-573-0202
 360-573-2064 FAX
 www.smith-root.com

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Quote Date	Your Request #	FOB	Ship Via	Salesperson
07/16/2025	ARFQ0310DNR26.1	DESTINATION	FREIGHT TRUCK	MA
Item	Part / Rev / Description	Quantity Quoted	Unit Price	Extended Price
004	<p>07904-EH 001 TRAILER TANDEM ALUM I-BEAM 18+EHX</p> <p>*Mercury engines include a Government 3-year warranty*</p> <p>Tandem axel, bunk trailer, aluminum I-Beam frame for easy aquatic invasive species inspections, disc brakes on both axles, 7-way connector, heavy duty tongue jack with wheel, adjustable winch and strap, Heavy duty fenders, Premium Wheels, waterproof LED low profile light kit, spare tire & mount.</p> <p>Includes:</p> <p>2-inch coupler</p> <p>minimum 36" guide bunks.</p> <p>metal fenders with anti-slip pads.</p> <p>minimum 13" wheels.</p> <p>Trailer tires must be 10-ply.</p>	1.0000 EA	16,625.00	US\$ 16,625.00
005	10334 000 BAR STEERING TIE DUAL OUTBOARD	1.0000 EA	1,440.00	US\$ 1,440.00
006	<p>SAFETY NS Safety training free of charge</p> <p>Includes virtual training via zoom for the crew. Training in Safety Certification, Service and Maintenance, Apex and Boat Operation shall be provided after delivery and not to exceed one (1) year from the date of delivery.</p>	1.0000 EA	0.00	US\$ 0.00
<p>PRICE IS FIXED AND FIRM.</p> <p>Thanks again for your interest in our company as one of your suppliers.</p> <p>This Quote and subsequent purchase is to be governed and construed in accordance with the terms included herein, as well as Smith-Root, Inc.'s Return and Refund Policies and Limitations, found at:</p>			<p>Freight Tax</p> <p>Quote Total</p>	<p>US\$ 197,103.00</p> <p>US\$ 0.00</p> <p>US\$ 197,103.00</p>

ORIGINAL



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Ship To:

**WV DEPT. OF NATURAL RESOURCES
 WILDLIFE RESOURCES SECTION
 76 Conservation Way
 PARKERSBURG WV 26104
 United States**

Attention : JAMES ADKINS

Quote Date	Your Request #	FOB	Ship Via	Salesperson
07/16/2025		VANCOUVER, WA	FREIGHT TRUCK	MA
Item	Part / Rev / Description	Quantity Quoted	Unit Price	Extended Price
	https://www.smith-root.com/about/legal/merchandise-return-and-refund-policy/ Mike Armstrong Jr. Sales Associate Smith-Root, Inc. Solutions for Aquatic Conservation 16603 NE 50th Ave Vancouver, Washington 98686, USA marmstrong@smith-root.com (360) 573-0202 x 2112 www.smith-root.com			

ORIGINAL



State of West Virginia
Agency Request for Quote
Equipment

Proc Folder: 1734262

Doc Description: WRS: Electrofishing Riverboat w/Generator & Trailer_D6

Reason for Modification:

Rebid of ARFQ DNR25*04 with changes.

Proc Type: Agency Purchase Order

Date Issued

Solicitation Closes

Solicitation No

Version

2025-07-07

2025-07-28 13:30

ARFQ 0310 DNR2600000001

1

BID RECEIVING LOCATION

BID RESPONSE

DIVISION OF NATURAL RESOURCES

PROPERTY & ENERGY OFFICE

112 CALIFORNIA AVE

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name : Smith-Root.Inc

Address :16603

Street : NE 50th Ave

City : Vancouver

State : WA

Country : USA

Zip : 98686

Principal Contact : Mike Armstrong Jr.

Vendor Contact Phone: 360-573-0202

Extension: 2112

FOR INFORMATION CONTACT THE BUYER

James H Adkins

(304) 558-3397

jamie.h.adkins@wv.gov

Vendor

Signature X *Mike Armstrong Jr*

FEIN# 91-0843323

DATE 07/18/2025

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

ADDITIONAL INFORMATION

The West Virginia Division of Natural Resources - Wildlife Resources Section is soliciting bids for the one-time purchase of a complete Electrofishing System Mounted Unit (electrofishing box, inverter generator, riverboat, outboard motor, and trailer) delivered to Parkersburg, WV by April 1, 2026.

INVOICE TO			SHIP TO		
DIVISION OF NATURAL RESOURCES 112 CALIFORNIA AVENUE BLDG 4 CHARLESTON WV US			DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION - DISTRICT VI 76 CONSERVATION WAY PARKERSBURG WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electrofishing Riverboat, 2025 or Current Year Model - New	1.00000	EA	\$164,425.00	\$164,425.00

Comm Code	Manufacturer	Specification	Model #
25111502	Smith-Root.Inc	SR-20EHX Commerical Electrofishing Vessel	

Extended Description:

Per specifications outlined in 3.1

INVOICE TO			SHIP TO		
DIVISION OF NATURAL RESOURCES 112 CALIFORNIA AVENUE BLDG 4 CHARLESTON WV US			DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION - DISTRICT VI 76 CONSERVATION WAY PARKERSBURG WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Electrofishing Box, New and Unused	1.00000	EA	\$16,053.00	\$16,053.00

Comm Code	Manufacturer	Specification	Model #
21110000	Smith-Root.Inc	Portable Apex Control Box	

Extended Description:

Per specifications outlined in 3.2

INVOICE TO			SHIP TO		
DIVISION OF NATURAL RESOURCES 112 CALIFORNIA AVENUE BLDG 4 CHARLESTON WV US			DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION - DISTRICT VI 76 CONSERVATION WAY PARKERSBURG WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Inverter Generator, New and Unused	1.00000	EA	N/A: Included in cost of boat	

Comm Code	Manufacturer	Specification	Model #
26111600	Honda		EU7000iS Inverter

Extended Description:
Per specifications outlined in 3.3

INVOICE TO			SHIP TO		
DIVISION OF NATURAL RESOURCES 112 CALIFORNIA AVENUE BLDG 4 CHARLESTON WV US			DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION - DISTRICT VI 76 CONSERVATION WAY PARKERSBURG WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Boat Trailer, 2025 or Current Year Model, New and Unused	1.00000	EA	\$16,625.00	\$16,625.00

Comm Code	Manufacturer	Specification	Model #
25181713	Venture Trailers		Commander 6000

Extended Description:
Per specifications outlined in 3.4

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due 9 a.m.	2025-07-18

	Document Phase	Document Description	Page 4
DNR2600000001	Final	WRS: Electrofishing Riverboat w/ Generator & Trailer_D6	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS
&
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

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 one 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: Friday, JULY 18, 2025 at 9 a.m. Eastern

Submit Questions to:

West Virginia Division of Natural Resources

Property and Procurement Office

Attention: Jamie Adkins

South Charleston, WV 25303

Fax: (304) 558-2165

Email: jamie.h.adkins@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. 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
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: Jamie Adkins

SOLICITATION NUMBER: ARFQ DNR26*01

BID CLOSING DATE: Monday JULY 28, 2025

BIDCLOSING TIME: 1:30 p.m. Eastern

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 Agency Request for Proposal ("ARFP") 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:

☐ 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: Monday JULY 28, 2025 at 1:30 p.m. Eastern

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 West Virginia Division of Natural Resources Purchasing Rule 58-10 §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 the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

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 Property and Procurement Office 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 Purchasing Rule 58-10 § 4.1.7.

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 Purchasing Rule 58-10 §5.5, 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 Purchasing Rule 58-10 §4.1.6. and §6.4.2.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §4.1.7. This authority does not apply to instances where state law mandates receipt with the bid.

AGENCY TERMS & CONDITIONS

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.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"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.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"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.
- h. **"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.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"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.

- k. **“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 _____ and extends for a period of _____ 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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General’s office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **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, Property and Procurement Office and Attorney General's office.

6. EMERGENCY PURCHASES: The 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 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

☐ **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.
- ☐ **Other** _____

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

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 . LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

- ☐ _____ for _____
- ☐ Liquidated Damages Contained in the Specifications

11. 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.

12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: 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.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

15. 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.

16. 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.

17. 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.

18. 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 Purchasing Rule 58-10, § 5.2.

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

20. 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.

21. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. 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.**

In Accordance with Smith-Root, Inc standard 1 year warranty

28. 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.

29. 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.

30. 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>.

31. 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.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Purchasing Rule 58-10 §6.1.3, 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

34. 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

38. 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.

39. 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.

40. 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.

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.

Smith-Root.Inc

(Name, Title)

Brandon Byrne Contracts Admin director

(Printed Name and Title)

16603 NE 50th Ave. Vancouver WA 98686

(Address)

360-573-0202 x 2117

(Phone Number) / (Fax Number)


bbyrne@smith-root.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.

Smith-Root. Inc

(Company)

 Mike Armstrong Jr. Sales Associate

(Authorized Signature) (Representative Name, Title)

Mike Armstrong Jr. Sales Associate

(Printed Name and Title of Authorized Representative)

07/18/2025

(Date)

360-573-0202 x 2112

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Electrofishing Riverboat with Inverter Generator and Trailer

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources – Wildlife Resources Section is soliciting bids to establish a contract for the one-time purchase of one (1) complete Electrofishing System Mounted Unit (electrofishing box, generator, boat, outboard motor, and trailer) delivered to Parkersburg, 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 **“WDNR”** is in reference to the West Virginia Division of Natural Resources.
 - 2.2 **“Contract Item(s)”** means electrofishing box, inverter generator, riverboat, outboard motor and boat trailer as more fully described by these specifications.
 - 2.3 **“Pricing Page(s)”** means the pages, contained in wvOASIS, or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 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:**

Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1 **Large Electrofishing Riverboat, 2025 or Current Year Model, New and Unused**

- 3.1.1 Must be US Coast Guard approved.
- 3.1.2 Must be an electrofishing boat.
- 3.1.3 Must be between twenty-foot, and twenty-foot six inches in length, all welded aluminum boat.
 - 3.1.3.1 V front/flat bottom.
 - 3.1.3.2 Minimum twin 90-HP outboard motors.
 - 3.1.3.2.1 Must have safety kill switch for motors.
 - 3.1.3.2.2 Dual engine tie kit.
- 3.1.4 Minimum of 0.187” thick hull and 0.125” thick sides.
- 3.1.5 Prefer minimum 30” high sides, minimum 94” beam, with a minimum 25” transom.
- 3.1.6 Must have starboard side console with preferences for the following:
 - 3.1.6.1 Hydraulic steering wheel
 - 3.1.6.2 Angled, shatterproof windshield
 - 3.1.6.3 Right side throttle control

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Electrofishing Riverboat with Inverter Generator and Trailer

- 3.1.6.4** Heavy duty waterproof console cover.
- 3.1.6.5** Cross bench with dual seats, one (1) heavy duty pedestal seat for driver.
- 3.1.6.6** Under seat storage with lockable lid and drainage hole with plug.
- 3.1.6.7** Fuel gauge and hour meter.
- 3.1.6.8** Waterproof 12-volt accessory plug.
- 3.1.6.9** Battery selector switch.
- 3.1.6.10** Illuminated housing for electrofishing box.
- 3.1.6.11** Waterproof hardwired navigation radio.
- 3.1.6.12** Wired, mounted Humminbird HELIX 8 CHIRP MEGA SI+ GPS G4N or equivalent.
 - 3.1.6.12.1** Must include transducer.
- 3.1.6.13** Lockable glove box with key with a minimum of one (1) spare key.
- 3.1.7** Must have front deck with preferences for the following:
 - 3.1.7.1** Minimum 42” deep front deck with Dri-Deck or equivalent non-slip flooring.
 - 3.1.7.2** Kick plate footswitches (may be used independently).
 - 3.1.7.3** Full boat width step up.
 - 3.1.7.4** Washouts on either side
- 3.1.8** Must have tread plate aluminum floor with non-slip cover or treatment.
- 3.1.9** Must have easily removable horizontal livewell in front of console with quick release latches or equivalent for removal with preferences for the following.
 - 3.1.9.1** Minimum 85 gallons.
 - 3.1.9.2** Must have minimum 1,000 gallon per hour freshwater pump and recirculation/secondary aeration pumps (with filters and easily accessible for maintenance) with quick connectors for removal.
 - 3.1.9.3** Must have flooring underneath.
 - 3.1.9.4** Must have at least 18” of clearance between livewell and port side wall.
 - 3.1.9.5** Two-hinged reinforced lids with removable flow-through divider.
 - 3.1.9.6** White or red LED lights with quick connections.
- 3.1.10** Must have removable bow safety railing to allow for setting gill nets.

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West Virginia Division of Natural Resources – Wildlife Resources Section
Electrofishing Riverboat with Inverter Generator and Trailer

- 3.1.10.1** Front safety railing either removable or hinged with secure locking system for easy conversion to an open bow.
- 3.1.11** Must have installed two (2) pivoting electrofishing booms with chain supports.
 - 3.1.11.1** Must have high and low boom supports on side for transport.
 - 3.1.11.2** Must include three (3) anode droppers (one as a spare).
- 3.1.12** Must have installed navigation lights.
- 3.1.13** Must have installed adjustable LED headlights or lightbar.
 - 3.1.13.1** Must not interfere with removable/hinged bow railing section.
 - 3.1.13.2** Must not interfere with gill netting operations (i.e. must not be located in a position where gill nets set from the front can get tangled on).
- 3.1.14** Must have installed LED electrofishing lights or lightbar.
 - 3.1.14.1** Must not interfere with gill netting operations (i.e. must not be located in a position where gill nets set from the front can get tangled on).
 - 3.1.14.2** Must be adjustable to illuminate bow front, bow sides, rear and rear sides.
- 3.1.15** Must have red LED deck lights.
- 3.1.16** Minimum of two 12-volt DC accessory waterproof plugs.
- 3.1.17** Must have easily accessible on-board automatic battery charging system.
 - 3.1.17.1** Batteries must be charged by either motor and/or generator.
- 3.1.18** Must have independent on-board battery for motors and generator with boxes/trays and strap downs.
- 3.1.19** Must have automatic bilge pump that can also be operated manually with a minimum of 500gph.
- 3.1.20** Must have audible navigation signaling device (horn).
- 3.1.21** Must have console mounted LED work lights to illuminate the working area around the livewell.
- 3.1.22** Must have shallow water anchor (power pole).
- 3.1.23** Must have extra storage in rear and at least one (1) side for gear/equipment that is water resistant and secure with latches.
- 3.1.24** Must have minimum 25-gallon aluminum EPA compliant fuel tank, mounted under bow deck with fill line protected from water and must not interfere with deck work.
 - 3.1.24.1** Fuel line must run to back of boat in a concealed/protected housing.
- 3.1.25** Must have installed fire extinguisher.

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West Virginia Division of Natural Resources – Wildlife Resources Section
Electrofishing Riverboat with Inverter Generator and Trailer

3.1.26 All wiring must be concealed and waterproof.

3.1.27 Must have installed spray down hose and independent water pump, with filtered intake and quick connects for attachment and removal for storage after use.

3.1.27.1 Pump must be easily accessible for maintenance.

3.1.28 Hose must be long enough to reach front of boat.

3.1.29 Riverboat must be compatible with 3.2, 3.3 and 3.4.

3.2 Electrofishing Box, New and Unused

3.2.1 System must be removable for use on multiple units (pram barge, smaller Jon boat, raft, etc.)

3.2.2 Must be capable of sampling waters between 50-1800 μ S.

3.2.3 Must have programmable electrofishing settings.

3.2.4 DC output must have pulsed and continuous output, square waveform, voltage adjustment from 0-600 volts at 1-volt increments, maximum output of 75+ amps, duty cycle adjustment from 1-100% in 1% increments.

3.2.5 AC output must have pulsed and continuous output, square wave, voltage range from 0-200 volts at 30 amps RMS.

3.2.6 Must have pulse rate of 1-250 HZ.

3.2.7 Must have independent digital metering of peak output for watts, amps and volts.

3.2.8 Must have digital readout of electrofishing pedal time.

3.2.9 Must have emergency shut-off switch.

3.2.10 Must have illuminated readouts and/or illuminated housing for nighttime use.

3.2.11 Box must be water resistant with waterproof connections.

3.2.12 Must have integrated foot switches in bow work deck.

3.2.13 Must have integrated cathode rays for front and side of bow.

3.3 Inverter Generator, New and Unused

3.3.1 Must be compatible with commercially manufactured air-cooled inverter generator.

3.3.2 Must have a minimum displacement 380cc.

3.3.3 Must have AC Output with 120/240 volts and be 7000 minimum watts.

3.3.4 Must have electric and recoil starting options.

3.3.5 Must have a five-gallon minimum fuel tank capacity.

3.3.6 Must not exceed a maximum noise level of 65 decibels during operation.

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Electrofishing Riverboat with Inverter Generator and Trailer

3.3.7 Must be removable.

3.3.8 Must have Bluetooth connectivity.

3.3.9 Prefer removable hard cover with air vent.

3.3.10 Must have two (2) marine batteries charged by generator.

3.3.10.1 Must have a minimum of one (1) additional plug-in.

3.4 Boat Trailer, 2025 or Current Year Model, New and Unused

3.4.1 Trailer must be compatible with and the ability to haul 3.1.

3.4.2 Must be aluminum I-beam.

3.4.3 Must have dual axle.

3.4.4 Must have hydraulic surge disc braking system.

3.4.5 Must have 2-inch coupler.

3.4.6 Must have waterproof LED lights.

3.4.7 Must have heavy-duty winch and safety chain.

3.4.8 Must have mounted spare tire.

3.4.9 Must have transom-mounted straps.

3.4.10 Must have minimum 36" guide bunks.

3.4.11 Must have bunks equipped with low friction slides.

3.4.11.1 Must have roller bunks for 3.1.

3.4.12 Prefer metal fenders with anti-slip pads.

3.4.12.1 Must be strong enough to support, at least, a 250-pound person.

3.4.13 Must have at minimum, 13" wheels.

3.4.14 Trailer tires must be 10-ply.

3.5 Contract must be fulfilled and items delivered/received on or before April 1, 2026.

This is a grant-related procurement with a non-renewable expiration date. Product must be received for payment to be released.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the 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.

REQUEST FOR QUOTATION
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Electrofishing Riverboat with Inverter Generator and Trailer

- 4.2 Pricing Page:** Vendor should complete the Pricing Page by providing a unit price per line item that includes shipping or delivery fees. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor must deliver the Contract Items by April 1, 2026. This is a time sensitive grant project that must be delivered on time, no exceptions. Contract Items must be delivered to Agency at:

WVDNR District 6 Office

76 Conservation Way
Parkersburg, WV 26104

Complete contact information will be provided at the time of contract award.

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

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

- 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 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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Electrofishing Riverboat with Inverter Generator and Trailer

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 or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

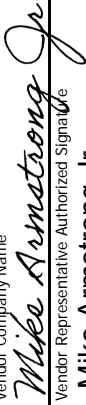
EXHIBIT A – PRICING PAGE

West Virginia Division of Natural Resources – Wildlife Resources Section
Electrofishing Riverboat with Inverter Generator and Trailer

Item #	Item Description	Unit	Unit Price	Qty	Extended Price
3.1	Large Electrofishing Riverboat, 2025 or Current Year Model New and Unused - Must be compatible with 3.2, 3.3 & 3.4	Each	\$164,425.00	1	\$164,425.00
3.2	Electrofishing Box, New and Unused	Each	\$16,053.00	1	\$16,053.00
3.3	Inverter Generator, New and Unused	Each	N/A	1	Included in boat price
3.4	Boat Trailer, 2025 or Current Year Model New and Unused - Must be compatible with 3.7	Each	\$16,625.00	1	\$16,625.00
Total Cost:					\$197,103.00

Items must be delivered by April 1, 2026 to:
WVDNR District 6 Office
76 Conservation Way
Parkersburg WV 26104

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

Smith-Root. Inc	360-573-0202
Vendor Company Name	Phone
	07/18/2025
Vendor Representative Authorized Signature	Date
Mike Armstrong Jr.	Sales Associate
Print Vendor Representative Name	Title

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: Smith-Root, Inc.

Authorized Signature: 

Curtis, J. Kirkham, CFO/Corporate Treasurer

Date: July 16, 2025

State of Washington

County of Clark, to-wit:

Taken, subscribed, and sworn to before me this 16th day of July, 2025.

My Commission expires January 10, 2028.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)