

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET January 25, 2012
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Ruth Thole Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2012	
TERMS Net 30 Days	SHIPMENT 21 Days ARO
F.O.B. Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective January 25, 2012, medicated fish food is ADDED to this Contract. The price sheet for these line items is attached.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, agreement from the vendor, and DTMB-Procurement approval.

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

**071B7200332
Medicated Fish Feed**

BPO
Line
Item

37	Romet - 30 Medicated Feed; Feed Size #0, #1, #2, 1.2mm					
	Available Doses	0.56%	0.835%	1.67%		
	Cost per pound of feed	\$ 1.72	\$ 1.76	\$ 1.90		
38	Romet - 30 Medicated Feed; Feed Size 1.5 - 3.0mm					
	Available Doses	0.56%	0.835%	1.67%		
	Cost per pound of feed	\$ 1.42	\$ 1.46	\$ 1.60		
39	Terramycin - 209 Medicated Feed; Feed Size #0, #1, #2, 1.2mm					
	Available Doses	0.50%	1%	1.50%	2%	2.50% 3%
	Cost per pound of feed	\$ 1.70	\$ 1.76	\$ 1.83	\$ 1.90	\$ 1.97 \$ 2.03
40	Terramycin - 209 Medicated Feed; Feed Size 1.5 - 3.0mm					
	Available Doses	0.50%	1%	1.50%	2%	2.50% 3%
	Cost per pound of feed	\$ 1.40	\$ 1.46	\$ 1.53	\$ 1.60	\$ 1.67 \$ 1.73
41	Aquaflor Medicated Feed; Feed Size #0, #1, #2, 1.2mm					
	Available Doses	0.40%	0.20%	0.10%	0.07%	0.04%
	Cost per pound of feed	\$ 2.66	\$ 2.14	\$ 1.89	\$ 1.81	\$ 1.73
42	Aquaflor Medicated Feed; Feed Size 1.5 - 3.0mm					
	Available Doses	0.40%	0.20%	0.10%	0.07%	0.04%
	Cost per pound of feed	\$ 2.36	\$ 1.84	\$ 1.59	\$ 1.51	\$ 1.43
43	Mixing Fee					
	Cost per pound of feed	\$ 0.19	Minimum \$50 fee per medicated feed			
44	Aquamycin - 100 Medicated Feed; Crumbles Feed Size #1, #2					
	Available Doses	1.125%	1.80%	2.25%	3.00%	4.50%
	Cost per pound of feed	\$ 2.00	\$ 2.12	\$ 2.20	\$ 2.33	\$ 2.59
45	Aquamycin - 100 Medicated Feed; Pellets, All Sizes					
	Available Doses	1.125%	1.80%	2.25%	3.00%	4.50%
	Cost per pound of feed	\$ 1.85	\$ 1.97	\$ 2.05	\$ 2.18	\$ 2.44



MEDICATED FEED

BASE MEDICATED FEED
for Romet-30, TM-200, & Aquaflor

Feed Size	FOB Bio-Oregon Price/lb
*MEDICATED-BIO #0, #1, #2, 1.2mm	1.63
*MEDICATED-BIO 1.5 -3.0mm	1.33

²Pricing for Medicated-Bio does not include antibiotic or mixing fee. See price charts above

ROMET - 30			
Available Dosages	0.56%	0.835%	1.67%
Feed Rate (% body wt. per day)	3	2	1
² Additional Cost per pound of feed	\$0.09	\$0.13	\$0.27

TERRAMYCIN-200						
Available Dosages	0.5%	1%	1.5%	2%	2.5%	3%
Feed Rate (% body wt. per day)	3.75	1.875	1.25	0.938	0.7815	0.625
² Additional Cost per pound of feed	\$0.07	\$0.13	\$0.20	\$0.27	\$0.34	\$0.40

AQUAFLO					
Available Dosages	0.40%	0.20%	0.10%	0.07%	0.04%
Feed Rate (% body wt. per day)	0.5	1	2	3	5
² Additional Cost per pound of feed	\$1.03	\$0.51	\$0.26	\$0.18	\$0.10

MIXING FEES: To offset milling costs, a mixing fee of \$0.19 per lb of medicated feed will be applied to all feed medicated with Romet-30, TM-200, and Aquaflor. There is a minimum fee of \$50.00 for these medications.

Raw drug cost for: ROMET 30	\$	16.00 /LB OF PREMIX
TM-200	\$	13.44 /LB OF PREMIX
AQUAFLO	\$	256.82 /LB OF PREMIX

Investigational New Animal Drug (INAD)

BASE MEDICATED FEED
for Aquamycin-100

Feed Size	FOB Bio-Oregon Price/lb
AQUA-100 CRUMBLES #1, #2	1.80
AQUA-100 PELLETS All Sizes	1.65

²Pricing for Aqua-100 does not include antibiotic but does include mixing fee. See antibiotic price below.

Aquamycin-100					
Available Dosages	1.125%	1.8%	2.25%	3.0%	4.5%
Feed Rate (% body wt. per day)	4	2.5	2	1.5	1
² Additional Cost per pound of feed	\$0.20	\$0.32	\$0.40	\$0.53	\$0.79

Raw drug cost: AQUAMYCIN	\$	17.60 /LB OF PREMIX
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*To purchase Aquamycin you must be an approved INAD user.

The manufacture of medicated feeds is exceedingly complicated due to the variability of raw materials and drug concentrations within the specialized diet. Consequently, medicated feed are more likely to be dusty or to float, especially at higher drug concentrations. Skretting will make every effort to minimize these effects but no discount or credits will be issued for quality claims on medicated feed. Our goal is to provide medicated feed quickly and as efficiently to best serve our clients.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 28, 2011

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Walter Kost (800) 962-2001
Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Ruth Thole Low Phosphorus Fish Food – Department of Natural Resources		
CONTRACT PERIOD: From: August 31, 2007		To: August 31, 2012
TERMS	Net 30 Days	SHIPMENT 21 Days ARO
F.O.B.	Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED using the final option year to August 31, 2012.

In addition the Buyer for this Contract has been changed to Paula Hurst.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DTMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 12, 2011

CHANGE NOTICE NO. 7 (REVISED)
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Walter Kost (800) 962-2001
Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-0920 Brenda Sprunger
Contract Compliance Inspector: Ruth Thole Low Phosphorus Fish Food – Department of Natural Resources		
CONTRACT PERIOD:		From: August 31, 2007 To: August 31, 2011
TERMS	Net 30 Days	SHIPMENT 21 Days ARO
F.O.B.	Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE (S):

Effective April 7, 2011, the following two line items have been added to this contract and the pricing sheet has been updated per the attached.

Revised Line Item #36 to BioDiet Grower, 3.0 mm pellet

BPO Line Item	Specification Info	U/M	Unit Cost
35	BioBrood; 4.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$1.24
36	BioDiet Grower; 3.0 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$1.18

In addition the Contract Compliance Inspector has been change to Ruth Thole and the Buyer for this Contract has been changed to Brenda Sprunger.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DTMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

071B7200332 Fish Food

Pricing Sheet

BPO Line Item	Specification Info	U/M	Unit Cost
1 – 3	Deleted items		
4	BioDry 1000LP; 1.2 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.25
5	Delete – same as line item 4		
6	BioDry 1000LP; 1.5 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.10
7	BioDry 1000LP; 2.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.05
8	BioDry 1000LP; 2.5 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.02
9	BioDry 1000LP; 3.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.01
10	BioDry 1000LP; 4.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$.99

11	BioBrood; 6.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
12	Deleted Item		
13	BioBrood; 9.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
14	BioBrood; 12.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
15	BioDiet Grower; 1.2 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.36
16	BioDiet Grower; 1.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.27
17	BioDiet Grower; 2.0 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.21
18	BioDiet Grower; 2.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.20
19	BioVita Starter; Mash, 0.25 – 0.40 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.40
20	BioVita Starter; Size #0, 0.3 – 0.6 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.40
21	BioVita Starter; Size #1, 0.4 – 0.1.0 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.39

22	BioVita Starter; Size #2, 0.8 – 1.4 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.39
23	BioVita Fry; 1.2 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.30
24	Deleted item		
25	BioVita Fry; 1.5 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.15
26	BioVita Fry; 2.0 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.10
27	BioVita Fry; 2.5 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.10
28	BioVita Fry; 3.0 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.07
29 – 33	Deleted items		
34	Transportation of Goods <u>Order Size</u> < 1,000 LBS 1,001 – 5,000 LBS 5,001 – 10,000 LBS > 10,000 LBS	EA	Max \$419.00 Max \$1,460.00 Max \$2,773.00 Max \$3,900.00
35	BioBrood; 4.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
36	BioDiet Grower; 3.0 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.18

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

April 7, 2011

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Walter Kost (800) 962-2001
Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-0920 Brenda Sprunger
Contract Compliance Inspector: Ruth Thole Low Phosphorus Fish Food – Department of Natural Resources		
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2011		
TERMS	SHIPMENT	
Net 30 Days	21 Days ARO	
F.O.B.	SHIPPED FROM	
Delivered	Longview, WA	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE (S):

Effective April 7, 2011, the following two line items have been added to this contract and the pricing sheet has been updated per the attached.

BPO Line Item	Specification Info	U/M	Unit Cost
35	BioBrood; 4.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$1.24
36	BioDiet Grower; 2.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$1.18

In addition the Contract Compliance Inspector has been change to Ruth Thole and the Buyer for this Contract has been changed to Brenda Sprunger.

All other terms, conditions, specifications and pricing remain unchanged.

Contract No. 071B7200332
Change Notice No. 7
Page 2

AUTHORITY/REASON:

Per agency request and DTMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

071B7200332 Fish Food

Pricing Sheet

BPO Line Item	Specification Info	U/M	Unit Cost
1 – 3	Deleted items		
4	BioDry 1000LP; 1.2 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.25
5	Delete – same as line item 4		
6	BioDry 1000LP; 1.5 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.10
7	BioDry 1000LP; 2.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.05
8	BioDry 1000LP; 2.5 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.02
9	BioDry 1000LP; 3.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$ 1.01
10	BioDry 1000LP; 4.0 mm pellet - A low phosphorus (less than 0.9%), extruded, low-pollution dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 8.5%; Phosphorus (min) 0.6%.	LB	\$.99

11	BioBrood; 6.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
12	Deleted Item		
13	BioBrood; 9.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
14	BioBrood; 12.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
15	BioDiet Grower; 1.2 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.36
16	BioDiet Grower; 1.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.27
17	BioDiet Grower; 2.0 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.21
18	BioDiet Grower; 2.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.20
19	BioVita Starter; Mash, 0.25 – 0.40 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.40
20	BioVita Starter; Size #0, 0.3 – 0.6 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.40
21	BioVita Starter; Size #1, 0.4 – 0.1.0 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.39

22	BioVita Starter; Size #2, 0.8 – 1.4 mm – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 53.0%; Oil (min) 18.0%; Fiber (max) 1.0%; Ash (max) 12.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.39
23	BioVita Fry; 1.2 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.30
24	Deleted item		
25	BioVita Fry; 1.5 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.15
26	BioVita Fry; 2.0 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.10
27	BioVita Fry; 2.5 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.10
28	BioVita Fry; 3.0 mm pellet – An extruded, high protein, high energy, dry feed. Feed composition: Protein (min) 50.0%; Oil (min) 22.0%; Fiber (max) 1.0%; Ash (max) 13.0%; Moisture (max) 8.5%; Phosphorus (min) 1.2%.	LB	\$ 1.07
29 – 33	Deleted items		
34	Transportation of Goods <u>Order Size</u> < 1,000 LBS 1,001 – 5,000 LBS 5,001 – 10,000 LBS > 10,000 LBS	EA	Max \$419.00 Max \$1,460.00 Max \$2,773.00 Max \$3,900.00
35	BioBrood; 4.0 mm pellet – An extruded, dry feed for rearing pre-spawning salmon and trout. Feed composition: Protein (min) 48.0%; Oil (min) 20.0%; Fiber (max) 1.0%; Ash (max) 11.0%; Moisture (max) 8.5%; Phosphorus (min) 1.4%.	LB	\$ 1.24
36	BioDiet Grower; 2.5 mm pellet- An extruded, non-frozen, semi-moist feed. Feed composition: Protein (min) 43.0%; Oil (min) 14.0%; Fiber (max) 1.0%; Ash (max) 8.0%; Moisture (max) 16.0%; Phosphorus (min) 1.0%.	LB	\$ 1.18

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 18, 2010

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2011	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">21 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Longview, WA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately the first of two contract option years is hereby exercised therefore the end date of this contract is now August 31, 2011.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DTMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 28, 2009

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010	
TERMS Net 30 Days	SHIPMENT 21 Days ARO
F.O.B. Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately price reductions of 4.5% are applied to this Contract per the attached.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

	Feed Size	FOB Bio-Oregon Price/lb	New Price	FOB Bio-Oregon Price/lb	Previous Price
BioVita Starter	Mash	1.40		1.40	
	#0	1.40	#20	1.40	
	#1	1.39	#21	1.39	
	#2	1.39	#22	1.39	
BioClark's Starter	#0	1.29		1.19	
	#1	1.28		1.18	
	#2	1.28		1.18	
BioDiet Starter 41.8 lb unit	#0	1.82	#1	1.72	
	#1	1.82	#2	1.72	
	#2	1.82	#3	1.72	
MicroVita	0.8	1.61		1.61	
	0.9	1.61		1.61	
BioVita Fry	1.2	1.30	#24	1.30	
	1.5	1.15	#25	1.15	
	2	1.10	#26	1.10	
	2.5	1.10	#27	1.10	
	3	1.07	#28	1.07	
BioClark's Fry	1.2	1.06		0.96	
	1.5	0.79		0.71	
	2	0.76		0.68	
	2.5	0.72		0.64	
	3	0.69		0.61	
BioDry1000LP	1.2	1.25	#5	1.31	
	1.5	1.10	#6	1.15	
	2	1.05	#7	1.10	
	2.5	1.02	#8	1.07	
	3	1.01	#9	1.06	
BioDiet Grower	4	0.99	#10	1.04	
	1.2	1.36	#16	1.28	
	1.5	1.27	#17	1.19	
	2	1.21	#18	1.13	
	2.5	1.20	#19	1.12	
	3	1.18		1.10	

	Feed Size	FOB Bio-Oregon Price/lb		
BioBrood HE	6	1.24	#12	1.15
	9	1.24	#13	1.15
	12	1.24	#14	1.15
BioBrood LE	4	1.17		1.08
	8	1.17		1.08
	9	1.17		1.08
Fish Oil	44 pound Pail	1.86		1.80

Items 29 through 33 are no longer offered.
It was the old moist diet that we do not make now

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 2, 2009

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com		TELEPHONE: Walter Kost (800) 962-2001
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources		
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010		
TERMS Net 30 Days	SHIPMENT 21 Days ARO	
F.O.B. Delivered	SHIPPED FROM Longview, WA	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE (S):

Effective immediately Line Item Price Increases per the attached.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED REVISED CONTRACT VALUE REMAINS: \$2,137,416.00

Specifications and Pricing Sheet

Each line item on this bid will be bid per chemical analysis but also with four different options:

- Option 1:** Food to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.

- Option 2:** Food to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury.

- Option 3:** Food to have concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury that are not more than 10% of the FDA Action Levels. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.

- Option 4:** Food to have concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury that are not more than 10% of the FDA Action Levels.

(Per Unit Price)

STARTER DIET, AN EXTRUDED, NON-FROZEN, SEMI-MOIST FEED FOR INITIAL FEEDING OF SALMON AND TROUT. OVER 90 PERCENT OF THE PROTEIN IS FROM PREMIUM QUALITY FISH MEAL. UNIFORM FEED PARTICLES AND AN IDEAL RANGE OF CRUMBLE SIZES. FEED COMPOSITION: PROTEIN (MIN) 46.0%; FAT (MIN) 15.0%; FIBER (MAX) 2.0%; ASH (MAX) 10.0%; MOISTURE (MAX) 22.0%; PHOSPHORUS (MAX) 1.1%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 30 LBS.

Bid line item number	Option 1	Option 2	Option 3	Option 4
001 – Size 1, <0.60 MM	\$	\$	\$	\$
002 – Size 2, 0.60-0.85 MM	\$	\$	\$	\$
003 – Size 3, 0.85-1.3 MM	\$	\$	\$	\$

**GROWER DIET, AN EXTRUDED, LOW POLLUTION DRY FEED
FOR REARING ALL SPECIES OF FINGERLING SALMON AND TROUT. MUST CONTAIN
LESS THAN 0.9% PHOSPHORUS. FEED COMPOSITION: PROTEIN (MIN) 50.0%;
FAT (MIN) 18.0%; FIBER (MAX) 2.0%; ASH (MAX) 11.0%; MOISTURE (MAX) 12.0%;
PHOSPHORUS (MAX) 0.65%; PACKAGING: 20 KG PLASTIC BAGS. DENSITY: 33 LBS./
CU.FT.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
004 – Pellet Size 1.2 MM	\$1.31	\$	\$	\$
005 – Pellet Size 1.2 MM	\$1.31	\$	\$	\$
006 - Pellet Size 1.5 MM	\$1.15	\$	\$	\$
007 – Pellet Size 2.0 MM	\$1.10	\$	\$	\$
008 – Pellet Size 2.5 MM	\$1.07	\$	\$	\$
009 – Pellet Size 3.0 MM	\$1.06	\$	\$	\$
010 – Pellet Size 4.0 MM	\$1.04	\$	\$	\$

**BROOD DIET DRY; AN EXTRUDED, NON-FROZEN,
DRY FEED FOR REARING PRE-SPAWNING ADULT SALMON AND TROUT.
FEED COMPOSITION: PROTEIN (MIN) 48.0%; FAT (MIN) 25%; FIBER (MAX) 2.0%;
ASH (MAX) 10.5%; MOISTURE (MAX) 8.5%; PHOSPHORUS (MAX) 1.2%. PACKAGING:
20 KG/44 LB BAGS. DENSITY: 38 LBS/CU. FT.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
011 – Pellet Size 6.0 MM	\$1.15	\$	\$	\$
012 – Pellet Size 6.0 MM	\$1.15	\$	\$	\$
013 – Pellet Size 9.0 MM	\$1.15	\$	\$	\$
014 – Pellet Size 12.0 MM	\$1.15	\$	\$	\$

**GROWER DIET; AN EXTRUDED, NON-FROZEN, SEMI-MOIST
FEED FOR REARING ALL SPECIES OF FINGERLING AND JUVENILE SALMON AND
TROUT. FEED COMPOSITION: PROTEIN (MIN) 43.0%; FAT (MIN) 14.0%;
FIBER (MAX) 2.0%; ASH (MAX) 10.5%; MOISTURE (MAX) 22.0%;
PHOSPHORUS (MAX) 1.1%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 30-36
LBS/CU. FT. DEPENDING ON PELLET SIZE.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
015 – Pellet Size 1.2	\$1.15	\$	\$	\$

MM				
016 – Pellet Size 1.2 MM	\$1.28	\$	\$	\$
017 – Pellet Size 1.5 MM	\$1.19	\$	\$	\$
018 – Pellet Size 2.0 MM	\$1.13	\$	\$	\$
019 - Pellet Size 2.5 MM	\$1.12	\$	\$	\$

FISH FOOD, CRUMBLE, A HIGH PROTEIN, HIGH ENERGY FEED FOR DRY AND FINGERLING SALMON AND TROUT. FEED COMPOSITION: PROTEIN (MIN) 52.0%; FAT (MIN) 20.0%; FIBER (MAX) 0.7%; ASH (MAX) 12.0%; MOISTURE (MAX) 10.0%; PHOSPHORUS (MAX) 1.3%. PACKAGING: 20 KG BAGS, PLASTIC BAGS. DENSITY: 43 LBS/CU. FT.

Bid line item number	Option 1	Option 2	Option 3	Option 4
020 – Pellet Size 0, 0.35-0.75 MM	\$1.40	\$	\$	\$
021 – Pellet Size 1, 0.75-0.95 MM	\$1.40	\$	\$\$	\$
022 – Pellet Size 0.8 MM	\$1.39	\$	\$	\$
023 – Pellet Size 1.2 MM	\$1.20	\$	\$	\$
024 – Pellet Size 1.2 MM	\$1.30	\$	\$	\$
025 – Pellet Size 1.5 MM	\$1.15	\$	\$	\$
026 – Pellet Size 2.0 MM	\$1.10	\$	\$	\$
027 – Pellet Size 2.5 MM	\$1.10	\$	\$	\$
028 – Pellet Size 3.0 MM	\$1.07	\$	\$	\$

MOIST GROWER; AN EXTRUDED, MOIST-FROZEN FEED FOR REARING ALL SPECIES OF FINGERLING AND JUVENILE SALMON AND TROUT IN SITUATIONS WHERE DIETARY MOISTURE IS IMPORTANT. FEED COMPOSITION: PROTEIN (MIN) 42.5%; FAT (MIN) 14.0%; FIBER (MAX) 2.0%; ASH (MAX) 10.5%; MOISTURE (MAX) 26.0%; PHOSPHORUS (MAX) 1.1%. PACKAGING: 25 LB KRAFT BAGS. DENSITY: 33-35 LBS/CU. FT. DEPENDING ON PELLET SIZE.

Bid line item number	Option 1	Option 2	Option 3	Option 4
029 – 1.3 MM	\$	\$	\$	\$
030 – 3.0 MM	\$	\$	\$	\$
031 – 2.0 MM	\$	\$	\$	\$
032 – 6.0 MM	\$	\$	\$	\$
033 – 10.0 MM	\$	\$	\$	\$

Pounds Per shipment:

Price based on each product line being shipped separately

Quantity Delivered	Number of Deliveries in this range for 2006	Platte Rv.	Harrietta	Wolf Lake	Marquette	Thompson	Oden
< 1,000 LBS	15	\$419.00	\$419.00	\$419.00	\$419.00	\$419.00	\$419.00
1,001 – 5,000 LBS	25	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00
5,001 – 10,000 LBS	15	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00
10,001 – 20,000 LBS	10	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00
20,001 – 30,000 LBS	3	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00
30,001 – 40,000 LBS	3	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00

1 KILOGRAM = 2.204622622 LBS

Bidders should quote below the freight cost that will be applicable on all awards resulting from this ITB for all items	
Quantity Delivered In Pounds	Freight Cost based on total order Quantity
< 1,000 LBS	Max \$419.00
1,001 – 5,000 LBS	Max \$1,460.00
5,001 – 10,000 LBS	Max \$2,773.00
10,001 – 20,000 LBS	Max \$3,900.00
20,001 – 30,000 LBS	Max \$3,900.00
30,001 – 40,000 LBS	Max \$3,900.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 23, 2009

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B7200332
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010	
TERMS Net 30 Days	SHIPMENT 21 Days ARO
F.O.B. Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby INCREASED \$951,400.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and State Administrative Board approval dated
 February 10, 2009

TOTAL ESTIMATED REVISED CONTRACT VALUE: \$2,137,416.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 29, 2008

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B7200332
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010	
TERMS Net 30 Days	SHIPMENT 21 Days ARO
F.O.B. Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately the attached Specifications and Pricing Sheet has been updated.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DMB Purchasing Operations agreement.

ESTIMATED CONTRACT VALUE REMAINS: \$1,186,016.00

Specifications and Pricing Sheet

BioDry 1000LP, AN EXTRUDED, LOW POLLUTION DRY FEED FOR REARING ALL SPECIES OF FINGERLING SALMON AND TROUT. MUST CONTAIN LESS THAN 0.9% PHOSPHORUS. FEED COMPOSITION: PROTEIN(MIN) 50.0%; FAT(MIN) 18.0%; FIBER(MAX) 2.0%; ASH(MAX) 11.0%; MOISTURE(MAX) 12.0%; PHOSPHORUS(MIN) 0.65%; PACKAGING: 20 KG/44 LB BAGS. DENSITY: 33 LBS./ CU.FT.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
004 – Pellet Size 1.2 MM	\$1.01			
005 – Pellet Size 1.2 MM	\$1.01			
006 - Pellet Size 1.5 MM	\$0.85			
007 – Pellet Size 2.0 MM	\$0.81			
008 – Pellet Size 2.5 MM	\$0.80			
009 – Pellet Size 3.0 MM	\$0.79			
010 – Pellet Size 4.0 MM	\$0.77			

Vitalis SA; AN EXTRUDED, DRY FEED FOR REARING PRE-SPAWNING ADULT SALMON AND TROUT. FEED COMPOSITION: PROTEIN(MIN) 48.0%; FAT(MIN) 25.0%; FIBER(MAX) 2.0%; ASH(MAX) 10.5%; MOISTURE(MAX) 8.0%; PHOSPHORUS(MIN) 1.55%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 38 LBS/CU. FT.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
011– Pellet Size 6.0 MM	\$0.93			
012 – Pellet Size 6.0 MM	Delete			
013 – Pellet Size 9.0 MM	\$0.93			
014 – Pellet Size 12.0 MM	\$0.93			

BioDiet Grower; AN EXTRUDED, NON-FROZEN, SEMI-MOIST FEED FOR REARING ALL SPECIES OF FINGERLING AND JUVENILE SALMON AND TROUT. FEED COMPOSITION: PROTEIN(MIN) 43.0%; FAT(MIN) 14.0%; FIBER(MAX) 2.0%; ASH(MAX) 10.5%; MOISTURE(MAX) 22.0%; PHOSPHORUS(MIN) 1.2%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 30-36 LBS/CU. FT. DEPENDING ON PELLETT SIZE.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
015– Pellet Size 1.2 MM	\$1.23			
016 – Pellet Size 1.5 MM	\$1.07			
017 – Pellet Size 2.0 MM	\$1.00			
018– Pellet Size 2.5 MM	\$0.99			

Contract No. 071B7200332

Change Notice No. 2

BioVita Starter Crumbles, A HIGH PROTEIN, HIGH ENERGY FEED FOR FRY AND FINGERLING SALMON AND TROUT. FEED COMPOSITION; PROTEIN(MIN) 53.0%; FAT(MIN) 18.0%; FIBER(MAX) 0.7%; ASH(MAX) 12.0%; MOISTURE(MAX) 10.0%; PHOSPHORUS(MIN) 1.7%. PACKAGING: 20 KG / 44 LB BAGS. DENSITY: 43 LBS/CU. FT.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
019 – Pellet Size Mash, 0.25- 0.40 MM	\$1.17			
020 – Pellet Size 0, 0.3.- 0.6 MM	\$1.17			

BioVita Starter Crumbles, A HIGH PROTEIN, HIGH ENERGY FEED FOR FRY AND FINGERLING SALMON AND TROUT. FEED COMPOSITION; PROTEIN(MIN) 52.0%; FAT(MIN) 20.0%; FIBER(MAX) 0.7%; ASH(MAX) 12.0%; MOISTURE(MAX) 10.0%; PHOSPHORUS(MIN) 1.7%. PACKAGING: 20 KG / 44 LB BAGS. DENSITY: 43 LBS/CU. FT.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
021 – Pellet Size 1, 0.40- 1.0 MM	\$1.17			
022 – Pellet Size 2, 0.8 – 1.4MM	\$1.17			

BioVita Fry, MICRO PELLETT, A HIGH PROTEIN, HIGH ENERGY FEED FOR FRY AND FINGERLING SALMON AND TROUT. FEED COMPOSITION; PROTEIN(MIN) 50.0%; FAT(MIN) 22.0%; FIBER(MAX) 0.7%; ASH(MAX) 12.0%; MOISTURE(MAX) 10.0%; PHOSPHORUS(MIN) 1.9%. PACKAGING: 20 KG / 44 LB BAGS, DENSITY: 43 LBS/CU. FT.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
023 – Pellet Size 1.2 MM	\$1.20			
024 – Pellet Size 1.2 MM	Delete			
025 – Pellet Size 1.5 MM	\$1.02			
026 – Pellet Size 2.0 MM	\$0.98			
027 – Pellet Size 2.5 MM	\$0.97			
028 – Pellet Size 3.0 MM	\$0.95			

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 5, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Walter Kost (800) 962-2001
Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632 Email: walter.kost@bio-oregon.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources		
CONTRACT PERIOD: From: August 31, 2007		To: August 31, 2010
TERMS	Net 30 Days	SHIPMENT 21 Days ARO
F.O.B.	Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE (S):

Effective immediately the following Freight costs have been added to this Contract.

Quantity Delivered	Platte Rv.
< 1,000 LBS	\$419.90
1,001 – 5,000 LBS	\$1,460.00
5,001 – 10,000 LBS	\$2,773.90
10,001 – 30,000 LBS	\$3,900.00
20,001 – 30,001 LBS	\$3,900.00
30,001 – 40,000 LBS	\$3,900.00

AUTHORITY/REASON:

Per agency request and DMB Purchasing Operations agreement.

ESTIMATED CONTRACT VALUE REMAINS: \$1,186,016.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

September 27, 2007

**NOTICE
 OF
 CONTRACT NO. 071B7200332
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632	TELEPHONE: Walter Kost (800) 962-2001
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding Low Phosphorus Fish Food – Department of Natural Resources	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010	
TERMS Net 30 Days	SHIPMENT 21 Days ARO
F.O.B. Delivered	SHIPPED FROM Longview, WA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I6200291, this Contract Agreement and the vendor's quote dated March 6, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$1,186,016.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

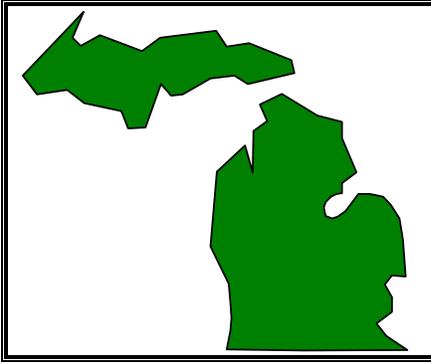
**CONTRACT NO. 071B7200332
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Moore-Clark U.S.A. (Bio-Oregon) 1140 Industrial Way Longview, WA 98632</p>	TELEPHONE: Walter Kost (800) 962-2001 <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Jana Harding <p style="text-align: center;">Low Phosphorus Fish Food – Department of Natural Resources</p>	
CONTRACT PERIOD: From: August 31, 2007 To: August 31, 2010	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">21 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Longview, WA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I6200291, this Contract Agreement and the vendor's quote dated March 6, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$1,186,016.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200291. Orders for delivery will be issued directly by the Department of Natural Resources through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Moore-Clark U.S.A. (Bio-Oregon) _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Jeffrey A. White, Buyer Manager _____ Name/Title Commodities Division, Purchasing Operations _____ Division</p> <p style="text-align: center;">_____ Date</p>
--	--



STATE OF MICHIGAN
Department of Management and Budget
Purchasing

Contract No. 071B7200332
[Low Phosphorus Fish Food for Department of Natural Resources](#)

Buyer Name: [Terry Harris](#)
Telephone Number: [\(517\) 241-1650](#)
E-Mail Address: harrist@michigan.gov



Low Phosphorus Fish Food

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a formal Contract Agreement for Low Phosphorus fish food. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

The material to be acquired under this Contract is for supplies in the following category(s):

1. Low Phosphorus fish food

1.003 PROJECT CONTROL

- a. Moore-Clark U.S.A. (Bio-Oregon) will carry out this project under the direction and control of the Department of Natural Resources and Purchasing Operations.

1.004 COMMENCEMENT OF WORK

Moore-Clark U.S.A. (Bio-Oregon) shall show acceptance of this agreement by signing and returning two (2) copies of this Contract and returning it to the Contract Administrator. Moore-Clark U.S.A. (Bio-Oregon) shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Acceptable brands are noted in the Contract or lists attached. Moore-Clark U.S.A. (Bio-Oregon) shall deliver only such brands, or State of Michigan approved alternate items of equal quality.

Definite specifications – All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the “Contract”.

See the specification and pricing sheet for proximate analysis and pellet sizes being requested on this Contract the length of the pellets shall not exceed the diameter of the pellets size.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Moore-Clark U.S.A. (Bio-Oregon) shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed. Bidders shall also discuss how they will handle any replacement that needs to be made due to damaged or defective product. Products shall have a minimum 150-day shelf life. Moore-Clark U.S.A. (Bio-Oregon) shall also include instructions state should follow to report warranty issues.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Moore-Clark U.S.A. (Bio-Oregon) customer service can be reached by calling (800) 962-2001.



1.202 TRAINING

Moore-Clark U.S.A. (Bio-Oregon) shall discuss their training capabilities and the training to be included in the Contract. Moore-Clark U.S.A. (Bio-Oregon) shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, Moore-Clark U.S.A. (Bio-Oregon) shall provide in-service training to agency personnel on products, installation, and product safety issues. Moore-Clark U.S.A. (Bio-Oregon) shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

1.203 REPORTING

Moore-Clark U.S.A. (Bio-Oregon) shall discuss their capabilities related to generating reports. Moore-Clark U.S.A. (Bio-Oregon) shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS

The State is interested in any other special programs that Moore-Clark U.S.A. (Bio-Oregon) may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

1.205 SECURITY

The resulting Contract will require frequent deliveries to State of Michigan facilities. Moore-Clark U.S.A. (Bio-Oregon) shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, bidders shall provide the results of all security background checks.

Upon review of the security measures included in Moore-Clark U.S.A. (Bio-Oregon) proposal and if that bidder is awarded the contract, the State will decide whether to issue State ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

The State may decide to also perform a security background check. If so, Moore-Clark U.S.A. (Bio-Oregon) will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

Moore-Clark U.S.A. (Bio-Oregon) and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

It is requested that all orders be delivered within three (3) to four (4) weeks after order is placed. Fish food shall be no older than 60 days after mixing date; however, the nutrient profile shall be in accordance with the contract specifications, at the time of delivery.

Deliveries shall be coordinated by the DNR, Fisheries Division, for all hatchery locations. Deliveries will only be accepted Monday through Friday, excluding legal State holidays, before 3:00 P.M. Deliveries arriving after 3:00 P.M. will not be unloaded until the following day.



All pellet feed shall be loaded on suitable trucks at the feed mill and delivered directly to the hatchery(s) on the same truck. Fish food shall be palletized when being shipped.

Currently, delivery shall be made to the following locations. However, if Moore-Clark U.S.A. (Bio-Oregon) and the State agree, additional State agencies may participate should the need develop.

HARRIETTA STATE FISH HATCHERY
6801 THIRTY MILE ROAD
HARRIETTA, MI 49638

MARQUETTE STATE FISH HATCHERY
488 CHERRY CREEK ROAD
MARQUETTE, MI 49855

ODEN STATE FISH HATCHERY
3377 1/2 ODEN ROAD
ODEN, MI 49764

PLATTE RIVER STATE FISH HATCHERY
15210 US 31 HWY
BEULAH, MI 49617

THOMPSON STATE FISH HATCHERY
R#2, BOX 2555
MANISTIQUE, MI 49854

WOLF LAKE STATE FISH HATCHERY
34270 CR 652
MATTAWAN, MI 49071

1.302 MINIMUM ORDER

There will be no minimum order on this Contract.

1.303 PACKAGING

Moore-Clark U.S.A. (Bio-Oregon) is requested to provide packaging as stated on the pricing sheet. Moore-Clark U.S.A. (Bio-Oregon) can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Pellets and granules shall not be bagged until cooled to 10°F above ambient air temperature and dried to moisture content of 10% or less. The pellets and granules shall be bagged in new, multiwall, 25-pound capacity, plain paper bags. Granules oil coated shall be packaged in special polyethylene or glassine lined bags to prevent leakage of oil. After being filled, the bags shall be sealed closed. The net weight of the feed in each bag shall be 25 pounds. Each bag shall be labeled with tags, which specify pellet or granule size, date of mixing, and type of diet.

1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders to the State.

1.306 RESERVED



1.4 Project Price

1.401 PROPOSAL PRICING

a. Best Customer

The State, or any participating Local unit of Government, expects to be considered the “Best Customer” regarding Low Phosphorus fish food purchased in the State. In other words, since the total quantity included in the ITB far exceeded the quantity that may be purchased by any other State entity in the State, the State expects to receive the “best price” during the term of the Contract for all locations.

b. Invoicing

Some State agencies are centralized and other is decentralized for ordering and payment processes. Moore-Clark U.S.A. (Bio-Oregon) must be capable of submitting one consolidated invoice to an agency-centralized location or multiple invoices to an agency for each delivery location.

c. Donations

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognizable as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this provision.

1.402 QUICK PAYMENT TERMS

Moore-Clark U.S.A. (Bio-Oregon) offered no discount on this Contract.

1.403 PRICE TERM

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

(X) Requirements - Vendor agrees to supply all that the state requires

1.6 BILLING

Moore-Clark U.S.A. (Bio-Oregon) shall have the capability to bill monthly by hard copy and/or electronically and is responsible for developing the electronic billing interface in accordance with the requirements provided by the State. Moore-Clark U.S.A. (Bio-Oregon) shall be able to bill each agency by account codes as well as bill centrally to each department by agency and further by agency account codes depending on the needs of each department. All billing shall include the following information:



Agency name and address;
Purchase order or packing slip number,
Account codes,
Stock number and brief description of each item,
Quantity issued of each item,
Unit price and extended price for each item,
Statement total, and
Payment terms.



ARTICLE 1B – EVALUATION INFORMATION

1B.100 VENDOR INFORMATION

1B.101 Vendor Name and Address
Moore-Clark U.S.A. (Bio-Oregon)

1B.102 Location Address
1140 Industrial Way
Longview, WA 98632
(800) 962-2001 Phone
(604) 325-0302 Phone
(604) 325-2884 Fax
(360) 425-6785 Fax

1B.103 Organization and Year
38 years

1B.104 Contactor Contact
Ron Gowan President
Walter Kost

1B.200 QUALIFICATIONS

1B.201 Prior Experience
State of Michigan contract

071B1001514
751P7201280

1B.202 Staffing - Reserved

1B.300 DISCLOSURES

1B.301 Disclosure of Litigation

- (a) Disclosure. Moore-Clark U.S.A. (Bio-Oregon) must disclose any material criminal litigation, investigations or proceedings involving the Vendor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Vendor (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Vendor (or, to the extent Vendor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Vendor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Vendor or, to the extent Vendor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Vendor's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Vendor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.



1B.302 MIDEAL - Extended Purchasing

NON-STATE AGENCY REQUIREMENTS

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. Moore-Clark U.S.A. (Bio-Oregon) was requested to complete the attached "Non-State Agency Statement" to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the state departments and agencies. A listing of approved program members is available on the State website www.michigan.gov/doingbusiness.

Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB Office of Purchasing Operations.

NON-STATE AGENCY STATEMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the Office of Acquisition Services, Department of Management and Budget Purchasing Operations, that the final approval to utilize any such contract in this manner must come from the contract vendor.

In such cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized MIDEAL member on a direct and individual basis in accordance with contract terms.

It is the responsibility of Moore-Clark U.S.A. (Bio-Oregon) to ensure the non-state agency is an authorized MIDEAL member prior to extending the state contract price.

BIDDER MUST CHECK ONE BOX BELOW

- Commodities and/or services on this Invitation to Bid will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program is available on the State website www.michigan.gov/doingbusiness.**
- Commodities and/or services on the Invitation to Bid will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.**

Vendor Name

Authorized Agent Name (print or type)

Authorized Agent Signature



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Low Phosphorus fish food for the State of Michigan. Exact quantities to be purchased are unknown, however Moore-Clark U.S.A. (Bio-Oregon) will be required to furnish all such materials and services as may be ordered during this CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to Moore-Clark U.S.A. (Bio-Oregon) by various State Agencies on the Purchase Order Contract Release Form, Agency Voucher, or Procurement Card.

MiDeal Program Members (Authorized Local Units of Government) may also issue orders (see attached Non-State Agency Statement, Article 1B.302).

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Department of Natural Resources, hereinafter known as DNR. Where actions are a combination of those of Purchasing and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Moore-Clark U.S.A. (Bio-Oregon) proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of this Contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: Terry Harris
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1650
harrist@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately August 31, 2007 through August 31, 2010.



Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Moore-Clark U.S.A. (Bio-Oregon) performance, quality of products, price, cost savings, and the Moore-Clark U.S.A. (Bio-Oregon) ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Moore-Clark U.S.A. (Bio-Oregon) performance, quality of products, price, cost savings, and the Moore-Clark U.S.A. (Bio-Oregon) ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing to exercise an option year.

Written notice will be provided to Moore-Clark U.S.A. (Bio-Oregon) within thirty (30) days, provided that the State gives Moore-Clark U.S.A. (Bio-Oregon) a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and Moore-Clark U.S.A. (Bio-Oregon) is that of client and independent Contractor. No agent, employee, or servant of Moore-Clark U.S.A. (Bio-Oregon) or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Moore-Clark U.S.A. (Bio-Oregon) will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to Moore-Clark U.S.A. (Bio-Oregon) indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Moore-Clark U.S.A. (Bio-Oregon) is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

Moore-Clark U.S.A. (Bio-Oregon) and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

Moore-Clark U.S.A. (Bio-Oregon) shall make the following notifications in writing:



1. When Moore-Clark U.S.A. (Bio-Oregon) becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records Moore-Clark U.S.A. (Bio-Oregon) shall notify Purchasing within 30 days.
2. Moore-Clark U.S.A. (Bio-Oregon) shall also notify the Purchasing within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

Moore-Clark U.S.A. (Bio-Oregon) shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Moore-Clark U.S.A. (Bio-Oregon) ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Moore-Clark U.S.A. (Bio-Oregon) ownership or officer change.

2.103 SOFTWARE COMPLIANCE - RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS - RESERVED

2.108 COMPETITION IN SUB-CONTRACTING - RESERVED

2.109 CALL CENTER DISCLOSURE - RESERVED

Moore-Clark U.S.A. (Bio-Oregon) and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclosed the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Moore-Clark U.S.A. (Bio-Oregon) is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of Contract, giving the State a right to invoke all remedies available to it under this Contract.

2.202 CONTRACT PAYMENT SCHEDULE - RESERVED

2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED

2.204 STATE ADMINISTRATIVE FEE_(IF APPLICABLE) - RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State Moore-Clark U.S.A. (Bio-Oregon). Vendor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.



2.206 MiDEAL PROGRAM (IF APPLICABLE)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State contracts to program members. The State agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized MiDEAL members. It is the responsibility of the Moore-Clark U.S.A. (Bio-Oregon) to ensure the non-State agency is an authorized MiDEAL member prior to extending the State Contract price.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by Moore-Clark U.S.A. (Bio-Oregon) prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Moore-Clark U.S.A. (Bio-Oregon) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

2.302 CONTRACTOR RESPONSIBILITIES

Moore-Clark U.S.A. (Bio-Oregon) will be required to assume responsibility for all contractual activities, whether or not that Moore-Clark U.S.A. (Bio-Oregon) performs them. Further, the State will consider Moore-Clark U.S.A. (Bio-Oregon) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require Moore-Clark U.S.A. (Bio-Oregon) to replace subcontractors found to be unacceptable. Moore-Clark U.S.A. (Bio-Oregon) is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

Moore-Clark U.S.A. (Bio-Oregon) shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, Moore-Clark U.S.A. (Bio-Oregon) may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing.

Moore-Clark U.S.A. (Bio-Oregon) shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing has given written consent to the delegation.

Moore-Clark U.S.A. (Bio-Oregon) must obtain the approval of the Director of Purchasing before using a place of performance that is different from the address that bidder provided in the bid.



2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent to the [Moore-Clark U.S.A. \(Bio-Oregon\)](#) upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Moore-Clark U.S.A. (Bio-Oregon) shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Moore-Clark U.S.A. (Bio-Oregon) or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by Moore-Clark U.S.A. (Bio-Oregon) of any representation or warranty made by Moore-Clark U.S.A. (Bio-Oregon) in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that Moore-Clark U.S.A. (Bio-Oregon) is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Moore-Clark U.S.A. (Bio-Oregon), by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of Moore-Clark U.S.A. (Bio-Oregon) or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, Moore-Clark U.S.A. (Bio-Oregon) shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software,



commodity or service supplied by Moore-Clark U.S.A. (Bio-Oregon) or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in Moore-Clark U.S.A. (Bio-Oregon) opinion be likely to become the subject of a claim of infringement, Moore-Clark U.S.A. (Bio-Oregon) shall at Moore-Clark U.S.A. (Bio-Oregon) sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Moore-Clark U.S.A. (Bio-Oregon), (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Moore-Clark U.S.A. (Bio-Oregon), (iii) accept its return by the State with appropriate credits to the State against Moore-Clark U.S.A. (Bio-Oregon) charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, Moore-Clark U.S.A. (Bio-Oregon) shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Moore-Clark U.S.A. (Bio-Oregon) breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of Moore-Clark U.S.A. (Bio-Oregon) or any of its subcontractor's, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Moore-Clark U.S.A. (Bio-Oregon) or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Moore-Clark U.S.A. (Bio-Oregon) of such claim in writing and take or assist Moore-Clark U.S.A. (Bio-Oregon) in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Moore-Clark U.S.A. (Bio-Oregon). No failure to so notify Moore-Clark U.S.A. (Bio-Oregon) shall relieve Moore-Clark U.S.A. (Bio-Oregon) of its indemnification obligations except to the extent that Moore-Clark U.S.A. (Bio-Oregon) can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Moore-Clark U.S.A. (Bio-Oregon) shall notify the State in writing whether Moore-Clark U.S.A. (Bio-Oregon) agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Moore-Clark U.S.A. (Bio-Oregon) of a claim and prior to the State receiving Moore-Clark U.S.A. (Bio-Oregon) Notice of Election, the State shall be entitled to defend against the claim, at Moore-Clark U.S.A. (Bio-Oregon) expense, and Moore-Clark U.S.A. (Bio-Oregon) will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.



- (b) If Moore-Clark U.S.A. (Bio-Oregon) delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Moore-Clark U.S.A. (Bio-Oregon) shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Moore-Clark U.S.A. (Bio-Oregon) financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Moore-Clark U.S.A. (Bio-Oregon) shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan State or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan State or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Moore-Clark U.S.A. (Bio-Oregon) given within ten (10) days after the State's receipt of Moore-Clark U.S.A. (Bio-Oregon) information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Moore-Clark U.S.A. (Bio-Oregon) has failed to demonstrate to the reasonable satisfaction of the State Moore-Clark U.S.A. (Bio-Oregon) financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Moore-Clark U.S.A. (Bio-Oregon) does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Moore-Clark U.S.A. (Bio-Oregon). If it is determined that the claim was one against which Moore-Clark U.S.A. (Bio-Oregon) was required to indemnify the State, upon request of the State, Moore-Clark U.S.A. (Bio-Oregon) shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither Moore-Clark U.S.A. (Bio-Oregon) nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of Moore-Clark U.S.A. (Bio-Oregon); to claims covered by other specific provisions of this Contract calling for liquidated damages; to Moore-Clark U.S.A. (Bio-Oregon) indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, Moore-Clark U.S.A. (Bio-Oregon) hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.



2.310 LIABILITY INSURANCE

A. Insurance

Moore-Clark U.S.A. (Bio-Oregon) is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from Moore-Clark U.S.A. (Bio-Oregon) performance of services under the terms of this Contract, whether such services are performed by Moore-Clark U.S.A. (Bio-Oregon), or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

Moore-Clark U.S.A. (Bio-Oregon) waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies Moore-Clark U.S.A. (Bio-Oregon) required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Moore-Clark U.S.A. (Bio-Oregon) shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Moore-Clark U.S.A. (Bio-Oregon) policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign this Contract or before the purchase order is issued by the State, Moore-Clark U.S.A. (Bio-Oregon) must furnish to the Director of Purchasing, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

Moore-Clark U.S.A. (Bio-Oregon) is required to pay for and provide the type and amount of insurance checked **below**:



- 1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)



Moore-Clark U.S.A. (Bio-Oregon) must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. Moore-Clark U.S.A. (Bio-Oregon) also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, Moore-Clark U.S.A. (Bio-Oregon) must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. Moore-Clark U.S.A. (Bio-Oregon) also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of Moore-Clark U.S.A. (Bio-Oregon) domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Moore-Clark U.S.A. (Bio-Oregon) must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

Moore-Clark U.S.A. (Bio-Oregon) also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Moore-Clark U.S.A. (Bio-Oregon) for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those



contents used by Moore-Clark U.S.A. (Bio-Oregon) to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Moore-Clark U.S.A. (Bio-Oregon) Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for Moore-Clark U.S.A. (Bio-Oregon) in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Moore-Clark U.S.A. (Bio-Oregon) shall furnish to the Office of Purchasing certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Moore-Clark U.S.A. (Bio-Oregon) shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Moore-Clark U.S.A. (Bio-Oregon) shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Moore-Clark U.S.A. (Bio-Oregon) shall be responsible for all deductibles with regard to such insurance. If Moore-Clark U.S.A. (Bio-Oregon) fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Moore-Clark U.S.A. (Bio-Oregon) at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Moore-Clark U.S.A. (Bio-Oregon), or Moore-Clark U.S.A. (Bio-Oregon) shall pay the entire cost (or any part thereof) upon demand by the State.

2.311 WORKPLACE SAFETY

1. In performing work under this Contract on State premises, Moore-Clark U.S.A. (Bio-Oregon) shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Moore-Clark U.S.A. (Bio-Oregon) shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by Moore-Clark U.S.A. (Bio-Oregon) of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.
2. In performing services for the State pursuant to this Contract, **Moore-Clark U.S.A. (Bio-Oregon)** shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, **Moore-Clark U.S.A. (Bio-Oregon)** shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable



state agency rules on these matters that the agency provides to **Moore-Clark U.S.A. (Bio-Oregon)**. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

2.312 WORKPLACE DISCRIMINATION

Moore-Clark U.S.A. (Bio-Oregon) represents and warrants that in performing services for the State pursuant to this Contract, Moore-Clark U.S.A. (Bio-Oregon) agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. Moore-Clark U.S.A. (Bio-Oregon) further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on Moore-Clark U.S.A. (Bio-Oregon) website, even if Moore-Clark U.S.A. (Bio-Oregon) documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing.** The Contract Compliance Inspector for this project is:

Department of Natural Resources
 Attn: Jana Harding
 6th floor, Mason Building
 P.O. Box 30028
 Lansing, Michigan 48909
 (517) 373-1190
hardinja@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Michigan Department of Natural Resources may review with Moore-Clark U.S.A. (Bio-Oregon) their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Moore-Clark U.S.A. (Bio-Oregon) past



performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, Moore-Clark U.S.A. (Bio-Oregon) shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, this Contract may be canceled for default. Delivery by Moore-Clark U.S.A. (Bio-Oregon) of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

Performance reviews may also include an audit of past invoices. If errors are found in the past invoicing, Moore-Clark U.S.A. (Bio-Oregon) will reimburse the State for the difference within 30 days of the audit.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Moore-Clark U.S.A. (Bio-Oregon) agrees that the State may, upon 24-hour notice, perform an audit at Moore-Clark U.S.A. (Bio-Oregon) location(s) to determine if Moore-Clark U.S.A. (Bio-Oregon) is complying with the requirements of the Contract. Moore-Clark U.S.A. (Bio-Oregon) agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by Moore-Clark U.S.A. (Bio-Oregon) of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE

The State requires that Moore-Clark U.S.A. (Bio-Oregon) MUST provide the results of phosphorus testing on each size and type of feed for each shipment of food. In the case where a type of food contains more than one batch of analysis, the State requires that EACH batch be tested and results provided with the shipment. The State reserves the right to periodically do additional testing on the products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, Moore-Clark U.S.A. (Bio-Oregon) shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Moore-Clark U.S.A. (Bio-Oregon) shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Moore-Clark U.S.A. (Bio-Oregon) must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event Moore-Clark U.S.A. (Bio-Oregon) fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (goods)**

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

This Contract will contain customary representations and warranties by Moore-Clark U.S.A. (Bio-Oregon), including without limitation, the following:

1. Moore-Clark U.S.A. (Bio-Oregon) will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
2. Moore-Clark U.S.A. (Bio-Oregon) will perform the services in a manner that does not infringe the proprietary rights of any third party;
3. Moore-Clark U.S.A. (Bio-Oregon) will perform the services in a manner that complies with all applicable laws and regulations;
4. Moore-Clark U.S.A. (Bio-Oregon) has duly authorized the execution, delivery and performance of this Contract;
5. Moore-Clark U.S.A. (Bio-Oregon) is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
6. Moore-Clark U.S.A. (Bio-Oregon) appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with this contract's requirements.
7. Moore-Clark U.S.A. (Bio-Oregon) signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
8. Moore-Clark U.S.A. (Bio-Oregon) is qualified and registered to transact business in all locations where required.
9. Neither Moore-Clark U.S.A. (Bio-Oregon) nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Moore-Clark U.S.A. (Bio-Oregon) performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Moore-Clark U.S.A. (Bio-Oregon) shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
10. All financial statements, reports, and other information furnished by Moore-Clark U.S.A. (Bio-Oregon) to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of



operations of Moore-Clark U.S.A. (Bio-Oregon) as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Moore-Clark U.S.A. (Bio-Oregon). All written information furnished to the State by or behalf of Moore-Clark U.S.A. (Bio-Oregon) in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve Moore-Clark U.S.A. (Bio-Oregon) assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

Moore-Clark U.S.A. (Bio-Oregon) shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. Moore-Clark U.S.A. (Bio-Oregon) agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of Moore-Clark U.S.A. (Bio-Oregon) including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if Moore-Clark U.S.A. (Bio-Oregon) breaches, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by Moore-Clark U.S.A. (Bio-Oregon), the State shall provide Moore-Clark U.S.A. (Bio-Oregon) written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been



- prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to Moore-Clark U.S.A. (Bio-Oregon) as of the date specified by the State in a written notice of cancellation to Moore-Clark U.S.A. (Bio-Oregon). Moore-Clark U.S.A. (Bio-Oregon) will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Moore-Clark U.S.A. (Bio-Oregon) which are caused by acts or omissions of its subcontractors will not relieve Moore-Clark U.S.A. (Bio-Oregon) of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and Moore-Clark U.S.A. (Bio-Oregon) cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that Moore-Clark U.S.A. (Bio-Oregon) breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Moore-Clark U.S.A. (Bio-Oregon), cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Moore-Clark U.S.A. (Bio-Oregon) shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Moore-Clark U.S.A. (Bio-Oregon) was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.



2. Cancellation for Convenience by the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving Moore-Clark U.S.A. (Bio-Oregon) written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Moore-Clark U.S.A. (Bio-Oregon) acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Moore-Clark U.S.A. (Bio-Oregon). The State shall give Moore-Clark U.S.A. (Bio-Oregon) written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event Moore-Clark U.S.A. (Bio-Oregon), an officer of Moore-Clark U.S.A. (Bio-Oregon), or an owner of a 25% or greater share of Moore-Clark U.S.A. (Bio-Oregon), is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Moore-Clark U.S.A. (Bio-Oregon) business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates within this Contract agreement.

2.703 LIQUIDATED DAMAGES - RESERVED

2.704 STOP WORK - RESERVED



2.705 SUSPENSION OF WORK

The Contract Administrator may order Moore-Clark U.S.A. (Bio-Oregon) in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before Moore-Clark U.S.A. (Bio-Oregon) shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by Moore-Clark U.S.A. (Bio-Oregon) resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from this Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operations.



2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Moore-Clark U.S.A. (Bio-Oregon) records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Moore-Clark U.S.A. (Bio-Oregon) shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

The State of Michigan, upon request, shall have access to any and all records pertaining to State accounts compiled during the term of this Contract.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Moore-Clark U.S.A. (Bio-Oregon) gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That Moore-Clark U.S.A. (Bio-Oregon) regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Moore-Clark U.S.A. (Bio-Oregon) to an equitable adjustment.

2.806 NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.



Specifications and Pricing Sheet

Each line item on this bid will be bid per chemical analysis but also with four different options:

- Option 1:** Food to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.

- Option 2:** Food to have non-detectable concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury.

- Option 3:** Food to have concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury that are not more than 10% of the FDA Action Levels. There will be no detectable amounts of the causative pathogens for any OIE emergency fish disease along with bacterial kidney disease.

- Option 4:** Food to have concentrations of PCBs and its metabolites, DDT and its metabolites, Chlordane and its metabolites, Lead, Cadmium and Mercury that are not more than 10% of the FDA Action Levels.

(Per Unit Price)

STARTER DIET, AN EXTRUDED, NON-FROZEN, SEMI-MOIST FEED FOR INITIAL FEEDING OF SALMON AND TROUT. OVER 90 PERCENT OF THE PROTEIN IS FROM PREMIUM QUALITY FISH MEAL. UNIFORM FEED PARTICLES AND AN IDEAL RANGE OF CRUMBLE SIZES. FEED COMPOSITION: PROTEIN (MIN) 46.0%; FAT (MIN) 15.0%; FIBER (MAX) 2.0%; ASH (MAX) 10.0%; MOISTURE (MAX) 22.0%; PHOSPHORUS (MAX) 1.1%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 30 LBS.				
Bid line item number	Option 1	Option 2	Option 3	Option 4
001 – Size 1, <0.60 MM	\$	\$	\$	\$
002 – Size 2, 0.60-0.85 MM	\$	\$	\$	\$
003 – Size 3, 0.85-1.3 MM	\$	\$	\$	\$



**GROWER DIET, AN EXTRUDED, LOW POLLUTION DRY FEED
FOR REARING ALL SPECIES OF FINGERLING SALMON AND TROUT. MUST CONTAIN
LESS THAN 0.9% PHOSPHORUS. FEED COMPOSITION: PROTEIN (MIN) 50.0%;
FAT (MIN) 18.0%; FIBER (MAX) 2.0%; ASH (MAX) 11.0%; MOISTURE (MAX) 12.0%;
PHOSPHORUS (MAX) 0.65%; PACKAGING: 20 KG PLASTIC BAGS. DENSITY: 33 LBS./
CU.FT.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
004 – Pellet Size 1.2 MM	\$1.01	\$	\$	\$
005 – Pellet Size 1.2 MM	\$1.01	\$	\$	\$
006 - Pellet Size 1.5 MM	\$0.85	\$	\$	\$
007 – Pellet Size 2.0 MM	\$0.81	\$	\$	\$
008 – Pellet Size 2.5 MM	\$0.80	\$	\$	\$
009 – Pellet Size 3.0 MM	\$0.79	\$	\$	\$
010 – Pellet Size 4.0 MM	\$0.77	\$	\$	\$

**BROOD DIET DRY; AN EXTRUDED, NON-FROZEN,
DRY FEED FOR REARING PRE-SPAWNING ADULT SALMON AND TROUT.
FEED COMPOSITION: PROTEIN (MIN) 48.0%; FAT (MIN) 25%; FIBER (MAX) 2.0%;
ASH (MAX) 10.5%; MOISTURE (MAX) 8.5%; PHOSPHORUS (MAX) 1.2%. PACKAGING:
20 KG/44 LB BAGS. DENSITY: 38 LBS/CU. FT.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
011 – Pellet Size 6.0 MM	\$0.93	\$	\$	\$
012 – Pellet Size 6.0 MM	\$0.93	\$	\$	\$
013 – Pellet Size 9.0 MM	\$0.93	\$	\$	\$
014 – Pellet Size 12.0 MM	\$0.93	\$	\$	\$

**GROWER DIET; AN EXTRUDED, NON-FROZEN, SEMI-MOIST
FEED FOR REARING ALL SPECIES OF FINGERLING AND JUVENILE SALMON AND
TROUT. FEED COMPOSITION: PROTEIN (MIN) 43.0%; FAT (MIN) 14.0%;
FIBER (MAX) 2.0%; ASH (MAX) 10.5%; MOISTURE (MAX) 22.0%;
PHOSPHORUS (MAX) 1.1%. PACKAGING: 20 KG/44 LB BAGS. DENSITY: 30-36
LBS/CU. FT. DEPENDING ON PELLET SIZE.**

Bid line item number	Option 1	Option 2	Option 3	Option 4
015 – Pellet Size 1.2 MM	\$1.23	\$	\$	\$
016 – Pellet Size 1.2 MM	\$1.23	\$	\$	\$
017 – Pellet Size 1.5 MM	\$1.07	\$	\$	\$
018 – Pellet Size 2.0 MM	\$1.00	\$	\$	\$
019 - Pellet Size 2.5 MM	\$0.99	\$	\$	\$



FISH FOOD, CRUMBLE, A HIGH PROTEIN, HIGH ENERGY FEED FOR DRY AND FINGERLING SALMON AND TROUT. FEED COMPOSITION: PROTEIN (MIN) 52.0%; FAT (MIN) 20.0%; FIBER (MAX) 0.7%; ASH (MAX) 12.0%; MOISTURE (MAX) 10.0%; PHOSPHORUS (MAX) 1.3%. PACKAGING: 20 KG BAGS, PLASTIC BAGS. DENSITY: 43 LBS/CU. FT.

Bid line item number	Option 1	Option 2	Option 3	Option 4
020 – Pellet Size 0, 0.35-0.75 MM	\$1.17	\$	\$	\$
021 – Pellet Size 1, 0.75-0.95 MM	\$1.17	\$	\$\$	\$
022 – Pellet Size 0.8 MM	\$1.17	\$	\$	\$
023 – Pellet Size 1.2 MM	\$1.20	\$	\$	\$
024 – Pellet Size 1.2 MM	\$1.20	\$	\$	\$
025 – Pellet Size 1.5 MM	\$1.02	\$	\$	\$
026 – Pellet Size 2.0 MM	\$0.98	\$	\$	\$
027 – Pellet Size 2.5 MM	\$0.97	\$	\$	\$
028 – Pellet Size 3.0 MM	\$0.95	\$	\$	\$

MOIST GROWER; AN EXTRUDED, MOIST-FROZEN FEED FOR REARING ALL SPECIES OF FINGERLING AND JUVENILE SALMON AND TROUT IN SITUATIONS WHERE DIETARY MOISTURE IS IMPORTANT. FEED COMPOSITION: PROTEIN (MIN) 42.5%; FAT (MIN) 14.0%; FIBER (MAX) 2.0%; ASH (MAX) 10.5%; MOISTURE (MAX) 26.0%; PHOSPHORUS (MAX) 1.1%. PACKAGING: 25 LB KRAFT BAGS. DENSITY: 33-35 LBS/CU. FT. DEPENDING ON PELLET SIZE.

Bid line item number	Option 1	Option 2	Option 3	Option 4
029 – 1.3 MM	\$	\$	\$	\$
030 – 3.0 MM	\$	\$	\$	\$
031 – 2.0 MM	\$	\$	\$	\$
032 – 6.0 MM	\$	\$	\$	\$
033 – 10.0 MM	\$	\$	\$	\$

Pounds Per shipment:

Price based on each product line being shipped separately

Quantity Delivered	Number of Deliveries in this range for 2006	Platte Rv.	Harrietta	Wolf Lake	Marquette	Thompson	Oden
< 1,000 LBS	15	\$419.00	\$419.00	\$419.00	\$419.00	\$419.00	\$419.00
1,001 – 5,000 LBS	25	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00
5,001 – 10,000 LBS	15	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00	\$2,773.00
10,001 – 20,000 LBS	10	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00
20,001 – 30,000 LBS	3	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00
30,001 – 40,000 LBS	3	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00

1 KILOGRAM = 2.204622622 LBS



Bidders should quote below the freight cost that will be applicable on all awards resulting from this ITB for all items	
Quantity Delivered In Pounds	Freight Cost based on total order Quantity
< 1,000 LBS	Max \$419.00
1,001 – 5,000 LBS	Max \$1,460.00
5,001 – 10,000 LBS	Max \$2,773.00
10,001 – 20,000 LBS	Max \$3,900.00
20,001 – 30,000 LBS	Max \$3,900.00
30,001 – 40,000 LBS	Max \$3,900.00